

DFO SOUTH WHARF
DFO Calvin Klein Database Campaign
May 13th – May 26th, 2019
Conditions of entry

Promoter	The promoter of this competition is Vicinity Centres PM Pty Ltd (ACN 101 504 045 / ABN 96 101 504 045) as disclosed agent for the owners of the following shopping centre properties: DFO South Wharf, 20 Convention Centre Pl, South Wharf, Victoria, 3006 Telephone: 03 9099 1111;
Entry Restrictions	Open only to Australian residents (with an Australian address), except directors, officers, management and employees of: (a) the Promoter; (b) the agencies or companies associated with this competition or the Promoter; or (c) the retail stores located at a participating DFO Shopping Centre, and the immediate families of those people. Entrants under 18 must obtain approval from their parent/guardian before entering. By providing approval, a parent/guardian accepts these conditions. If the winner is aged under 18, the Promoter reserves the right to liaise with the parent/guardian in relation to the prize, in its absolute discretion.
Competition Period	[Start] Monday 13/5/19 at 9:00am AEST [Finish] Sunday 26/5/19 at 11:59pm. AEST
DFO Shopping Centres	DFO South Wharf, 20 Convention Centre Pl, South Wharf, Victoria, 3006 Telephone: 03 9099 1111;
Entry Method	During the Competition Period, customers must: (a) Follow the link on competition Facebook and Instagram competition posts to Vicinity landing page (b) Enter contact details and sign up to Vicinity database through the competition form to win. One entry per person. By providing all required details entrants will receive one (1) entry into the draw.
Draw Details	Two winners will be drawn on Tuesday 28 th May 2019 at 1pm, at DFO South Wharf, 20 Convention Centre Pl, South Wharf, Victoria, 3006 Telephone: 03 9099 1111;
Winner Determination	The first two valid entries to be selected at random during the Competition Period will win the prize.
Prize Details	Total prize pool valued at \$698.00; <ul style="list-style-type: none"> • 2 x \$349 Calvin Klein watches from new #mycalvins range
Prize Pool	The total prize pool is valued at \$698.00 .
Entry Limits	Only <u>one</u> entry per person is permitted for a legitimate entry.
Winner Notification and Publication	The winner will be notified via the supplied mobile number.
Prize Claim Date and	The Calvin Klein watch component of the prize will be available for

Time	collection from DFO South Wharf Centre Management office from 2pm on Tuesday 28/05/19 and must be claimed by 6:00pm (AEST) on Sunday 09/06/19.
Unclaimed Prize Draw Details	11am (AEST) on Monday 10/06/19 at the same location as the original draw.
Unclaimed Prize Draw Winner Notification and Publication	Any winner in the Unclaimed Prize Draw will be notified via the supplied mobile number.

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
 - 2 The competition will be conducted at the participating DFO Shopping Centres during the Competition Period.
 - 3 Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses, phone numbers or aliases may be disqualified.
 - 4 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
 - 5 The draw will be conducted at the time, on the date and at the location as stated in the Draw Details.
 - 6 The prize is as stated in the Prize Details.
 - 7 The prize is subject to the terms and conditions imposed by the supplier including period of validity.
 - 8 If a prize winner is under 18 years old on the date the prize is awarded, it will be awarded to the winner's parent or guardian on the winner's behalf. By accepting or participating in any prize on behalf of a winner, the winner's parent or guardian accepts these conditions. The winner will be notified in accordance with the Winner Notification and Publication section of these conditions.
 - 9 The winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
 - 10 The Promoter may require the winner to provide proof of identity, proof of age, proof of employment and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
 - 11 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with paragraph 5.
 - 12 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
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- 13 The Promoter's decision is final and no correspondence will be entered into.
 - 14 The prize is not transferable or exchangeable and cannot be redeemed for cash. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant gaming authorities if required.
 - 15 If the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the drawn winner (or the drawn winner does not contact the Promoter) by the Prize Claim Date and Time, the winner's entry will be deemed invalid and the Promoter will conduct a further draw in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the prize, subject to any requirements of the relevant gaming authority. Any winner in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication. All entries received during the Competition Period will be combined for the purpose of this draw.
 - 16 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
 - 17 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes.
 - 18 The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
 - 19 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant gaming authorities if required.
 - 20 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
 - 21 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition and communicating with the entrant as a DFO Insider member. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. By entering this competition and being a DFO Insider member, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this competition and being a DFO Insider member, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at www.dfo.com.au contains information about how entrants can seek access to
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the personal information the Promoter holds about them and seek the correction of such information.