

Terms & Conditions

Ritchies Village Centre, Mount Eliza. WIN A CAR Promotion.

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or older.
3. Employees (and their immediate families) of the Shopping Centre are ineligible to enter using receipts from their place of employment. They can enter using receipts from other businesses within the centre. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on Saturday 10 November 2018 and ends 5pm, Friday 21 December 2018 ("Promotional Period").
5. To qualify for entry, individuals must purchase groceries to the value of \$30 (excluding cigarettes/tobacco products, gift cards, iTunes cards, and electronic recharge) in one transaction during the Promotional Period from any business within the Ritchies Village Centre to be eligible. Promotion is open to residential customers only. To enter into the draw, individuals complete, and submit valid entry form/s online at www.ritchiesvillage.com.au. Entrants must retain their receipt as proof of purchase and will be asked to show the receipt before any prize is handed over. While multiple entries per person are permitted, there is only one entry per receipt.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Incomplete, indecipherable, inaudible, or illegible applications will be deemed invalid.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. The draw will take place at 12pm at Ritchies Village Centre on Saturday 22nd December 2018. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone within two (2) business days of the draw, their name will be announced at on [the ritchiesvillage.com.au website](http://the.ritchiesvillage.com.au) on Monday 31st December.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first valid entry drawn will win a Honda Jazz VTI 19 5door in White Orchid paint with automatic transmission. Total prize value is up to AU\$17,990.00 RRP, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State/ Territory by State/Territory). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner will be required to collect the prize from Peninsula Honda, 907 Nepean Highway, Mornington.
12. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
13. Second prize will be a collection of shopping vouchers from businesses within the Ritchies Village Shopping Centre to the value of \$3000. These will have a 6 month expiry date.
Third prize will be a collection of shopping vouchers from businesses within the Ritchies Village Shopping Centre to the value of \$1500. These will have a 6 month expiry date.
Fourth prize will be a collection of shopping vouchers from businesses within the Ritchies Village Shopping Centre to the value of \$1000. These will have a 6 month expiry date.
All shopping vouchers packages will be a mix of vouchers for each business within the centre. These vouchers can only be spent in the business identified on the voucher, cannot be changed to different business and cannot be exchanged for cash.
14. Subject to the unclaimed prize draw clause, if for any reason any of the winners do not take the prize by Monday 14th January 2019 an unclaimed prize draw will take place at 11.00am on

Wednesday 16th January 2019. The winner(s) will be notified by telephone within two (2) business days of the draw with their name(s) being announced on www.ritchiesvillage.com.au on **18th January 2019.**

15. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is **\$23,490.00**
17. Prize is not transferable or exchangeable and cannot be taken as cash.
18. Entrants consent to the Promoter using their name, likeness, image in the event they are a winner (including photograph,) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome).
19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
20. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) collection and/or use of the prize.
23. As a condition of accepting the prize, the winner must sign any legal documentation as, and in the form required, by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing the requested personal information. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, or access, update or correct information to the Promoter and direct any complaints regarding treatment of their personal information according to the Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose personal information to any overseas entity.
25. The Promoter is **LMP PROJECTS PTY LTD ABN: 30 543 295 628**