# TERMS AND CONDITIONS: WHAT'S YOUR HOME STYLE? TAKE THE QUIZ TO WIN 1 OF 10 \$250 GIFT CARDS PROMOTION

# GENERAL

- Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "What's your home design style? Take the quiz to win 1 of 10 \$250 gift cards!" ("Promotion") is deemed acceptance of these Terms and Conditions.
- 2. The "Promoter" is HMC Capital of 19 Bay Street, Double Bay NSW 2028. Telephone: 1300 466 326.
- 3. The "Participating Centres" are owned or managed by HMC Capital and include: Ballarat Home, Bankstown Home, Belrose SuperCentre, Caringbah SuperCentre, Cranbourne Home, Epping Hub, Highlands Hub, Hills SuperCentre, Jindalee Home, Kotara SuperCentre, Logan SuperCentre, Marsden Park Home, McGraths Hills Home, Midland Home, Mile End Home, Peninsula Home, Sunshine Coast Home, and Tuggerah SuperCentre and Warners Bay Home.

## ELIGIBILITY

- 4. This Promotion is only open to Australian residents aged 18 years or over.
- 5. The following are ineligible:
  - a. Employees and suppliers of the Promoter, HMC Capital or any of the tenants, retailers or staff in Participating Centres or any of the Promoter's agencies that are associated with the Promotion;
  - b. The spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and
  - c. Any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.
- 6. The prize is non-transferable. The winners cannot choose to transfer the prize to an approve nominated party.

#### **PROMOTION PERIOD**

7. The Promotion commences at 9.00am AEST on Monday, 4 April 2022, and entries close at midnight AEST on Saturday, 30 April 2022 (Promotional Period). All times stipulated in these Terms and Conditions are based on Australian Eastern Standard Time (AEST)

#### HOW TO ENTER

8. To enter this Promotion, an entrant must undertake the following steps:

- a. Agree to join the customer newsletter database of the shopping centre through which the entry is made.
- b. Complete the quiz and online competition entry form located via a link on the shopping centre website, via link to the website from social media or QR code on promotion material.
- c. Agree to these terms and conditions, and details described specifically under clause
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## LIMITS ON ENTRY

9. An Eligible Entrant may enter one (1) time only during the Promotion. Multiple entries will be disallowed, with the allowed entry being allocated to the Participating Centre closest to the entrant's place of residence. The Promoter's decision is final, and no correspondence will be entered into with entrants. All entries become the property of the Promoter.

#### PRIZE DRAW, WINNER SELECTION AND PRIZE DETAILS

- 10. The prize draw, for the chance to win one of ten \$250 gift cards will take place at HMC Capital of 19 Bay Street, Double Bay NSW 2028 on Monday, 2 May 2022 at 2pm.
- 11. The prize draw will be undertaken using the following process:
  - a. All valid entries will be combined into one (1) entry database for the purpose of the prize draw.
  - b. Each entry will be allocated an entry number by order of date/time of entry during the promotion period.
  - c. A digital random number generator tool will be used to select ten winning numbers.
  - d. No less than two (2) HMC Capital representatives will be present at the prize draw.
  - e. The winners will be notified via email by 6 May 2022, post the prize draw.
- 12. There are ten (10) prizes only, consisting of (and not exceeding) AU \$250 each.
- 13. The Prize value is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the Prize value.
- 14. The Prize is not exchangeable, transferable, or redeemable for cash and cannot be combined with any other offer or discount.
- 15. If for any reason a Winner does not claim their Prize within the time stipulated by the Promoter, then the Prize will be forfeited.
- 16. It is the responsibility of a Winner to:
  - a. Provide their correct personal information, including e-mail address, in order to receive their Prize; and

b. Be available to take the prize within 1 month of notification of the prize draw.

#### LIMITATION OF LIABILITY

- 17. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Winner and, where applicable, to any persons accompanying the Winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- 18. The Promoter will not be liable for any modification, suspension, termination, or cancellation of the Promotion.
- 19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### PRIVACY

1. As part of this Promotion, the Promoter will collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the customer database of the Participating Centre nearest to their place of residence as well the newsletter database of My Holiday. 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 and for such other purposes as set out in the HMC Capital Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the HMC Capital Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to the Digital Marketing Manager at marketing@aventusgroup.com.au. Information will be removed as soon as reasonably possible in accordance with our HMC Capital Privacy Policy and applicable laws. To view the HMC Capital Privacy Policy, please visit https://www.hmccapital.com.au/privacy-policy/. All entries remain the property of the Promoter.