

## **TERMS AND CONDITIONS: "Win a \$10,000 entertainment package of your choice!" PROMOTION**

### **GENERAL**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Win a \$10,000 entertainment package of your choice!" ("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 Super Centre, Caringbah Super Centre, Cranbourne Home, Epping Hub, Highlands Hub, Hills Super Centre, Jindalee Home, Kotara Home, Logan Super Centre, Marsden Park Home, McGraths Hill Home, Midland Home, Mile End Home, Peninsula Home, Sunshine Coast Home, Tuggerah Super Centre 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 winner cannot choose to transfer the prize to an approved nominated party.

### **PROMOTION PERIOD**

7. The Promotion commences at 9.30am AEST on Monday, 4 April 2022, and entries close at midnight AEST on Tuesday, 31 May 2022 (Promotional Period). All times stipulated in these Terms and Conditions are based on Australian Daylight Time (AEST).

### **HOW TO ENTER**

8. To enter this Promotion, an entrant must undertake the following steps:
  - a. Agree and give consent to join the HMC Capital customer newsletter database of the Participating Centre through which the entry is made.
  - b. Complete the online competition entry form located via a link on the shopping centre website, or QR code on promotion material.

- c. Meet with HMC Capital representatives on up to three (3) mutually agreed occasions only, within 1 month of prize notification, to fully exchange the prize (any prize value not exchanged during these times may be forfeit).
- d. Agree to these terms and conditions, and details described specifically under clause 9

## 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 be selected for the major prize (ultimate entertainment package of your choice) will take place at HMC Capital of 19 Bay Street, Double Bay NSW 2028 on Wednesday 1 June 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 1 prize draw winner.
  - d. No less than two (2) HMC Capital representatives will be present at the prize draw.
  - e. The prize draw winner will be notified via email within 2 business days of the prize draw.
  - f. In the event the winner declines the terms and conditions, their entry will be withdrawn, and a new winner selected.
- 12. Prize details:
  - a. There is 1 "draw" Prize, consisting of a \$10,000 Ultimate Entertainer's Package, with the winner having the option to select from 1 of 3 packages as listed on the HomeCo. website.
  - b. The total value of the Prize draw, is AU \$10,000.
  - c. There is one (1) Prize only (by draw), consisting of an entertainer's package of choice with items included as part of the package to be purchased from the winner's closest HomeCo. shopping centre.

- d. If the Promoter decides, the “draw” Prize of an Ultimate Entertainer’s Package can be substituted for a gift voucher/s to the value of AU \$10,000, allowing the winner to purchase the items themselves.
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, 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 to receive notification.
    - b. Accept 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.
18. The Promoter will not be liable should the Prize not meet the expectations of the winner.
19. The Promoter will not be liable for any modification, suspension, termination, or cancellation of the Promotion.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### **PRIVACY**

21. 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](mailto: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.