

BARBEQUES GALORE WINTER GIVEAWAY PROMOTION

Terms and Conditions

1. Method of entry

- For customers to enter the Nunawading Homemaker HQ Barbequest Galore Winter Giveaway promotion, they are required to sign up to the Homemaker Collective (<https://www.nunawadinghomemakerhq.com.au/the-homemaker-collective/>).
- 2. The entry must be between 12/06/22 – 15/08/22. Entries dated outside of these dates will not be accepted.
- 3. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
- 4. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 5. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any content (including text) that entrants submit in connection with their entry into the Promotion.
- 6. Only one entry per email address will be permitted in the competition draw. Further entries by the Participant will be deemed invalid.
- 7. Entry is only open to residents of Australia except employees and immediate families of the Promoter and their associated companies and agencies.
- 8. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
- 9. In the event that a dispute arises as to the identity of an online Participant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Participant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
- 10. The Promoter reserves the right to refuse this offer to any person.
- 11. The Promoter reserves the right to cancel the Promotion at any time. Should the Promoter cancel the Promotion the Promoter will:
 - i. advertise that the Promotion has been cancelled by placing a notice at Nunawading Homemaker HQ;
 - ii. the personal information you have provided on the entry form will not be used in any manner whatsoever.
- 13. The prize is 1 x \$1,000 Barbeques Galore Gift Card. Centre management will arrange pick up with the Prize Winner.
- 14. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury suffered or sustained, as a result of taking the prize/s, except for any liability which cannot be excluded by law.
- 15. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.
- 16. A winner from this draw, will be notified in writing using the contact details provided in their entry within 7 business days after the promotion ends.
- 17. The winner will have 14 (fourteen) days to collect the prize.
- 18. The prize/s is non-refundable and not exchangeable either in full or part for cash.
- 19. Lost, stolen or destroyed prize/s will not be resupplied.
- 20. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 21. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
- 22. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
- 23. The personal information you have provided to Nunawading Homemaker HQ by completing the entry form may be used for the purpose of administering Nunawading Homemaker HQ to contact you on an ongoing basis for market research or

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with the information on any products or services you may be interested in at Nunawading Homemaker HQ. Contact may be by any means of communication including telephone and electronic messages (eg. email). If the information requested is not provided, you may not join the receive your prize. From time to time this information may be used and disclosed to our service providers (such as mail houses, delivery companies, market research). The use and disclosure of this information will be subject the restrictions imposed on us by the Privacy Act 1988.

24. The Promoter is Nunawading Homemaker HQ 372 Whitehorse Road, Nunawading VIC 3131, Arkadia Property Services Level 1, 202 Military Road Neutral Bay NSW 2089 ABN 99111115961.
25. Participating in this Promotion is deemed acceptance of the above Terms and Conditions.

Contact details:

Address: Arkadia Property Services Level 1, 202 Military Road Neutral Bay NSW 2089

Telephone: 02 9908 0320

Email: marketing4@arkadia.com.au

Website: www.arkadia.com.au

Terms and conditions

These terms and conditions (**Terms**) were last updated on 24 September 2018.

nunawadinghomemakerhq.com.au (**Website**) is owned by operated by Arkadia Nunawading 132 478 883 (**Centre Manager, we, us, our**) and provides information about Nunawading Homemaker HQ (the **Centre**) and participating retailers.

By using the Website, you agree to the following Terms and our Privacy Policy. These Terms govern your use of the Website and, where indicated, also apply to your use of social media pages operated by us in the name of the Centre (Social Media Pages).

Contact details

If you have any queries regarding these Terms, please contact us on:

Centre Management Office 02 9908 0321 or marketing@arkadia.com.au

Privacy

Any information collected or received by us in connection with your access and use of the Website or a Social Media Page will be treated in accordance with our Privacy Policy.

Use of the Website

We require that users must not, without our prior written permission:

- use any robot, spider, other automatic software or device, or manual process to monitor or copy this Website;
- copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any part of this Website; or
- do anything which may damage or interfere with the proper operation of the Website.
- provide links to this Website from any third party website.

Interacting with us through social media

If you deal with us through our Social Media Page, please ensure that you are aware of and comply with the social media platform provider's terms and conditions of use.

As the Centre Manager wishes to provide a welcoming space for all users, we require that users of our Social Media Pages do not abuse or offend others, upload or post any material that may infringe the intellectual property or other rights of another person or interfere with or disrupt with the operation of the Social Media Page. If you believe that a user has breached any of these conditions, please contact us.

We may modify or remove any material uploaded or posted on a Social Media Page by any user, without notice.

Intellectual Property

The Centre Logos are trademarks owned by or licensed to us (TradeMarks). Trademarks used to describe third parties are trademarks of those third parties.

You acknowledge and agree that:

- except as expressly set out in these Terms, you obtain no patents, trademarks, design rights, copyright, trade names, confidential information or other similar rights or obligations (**Intellectual Property Rights**) in any part of the Website or Social Media Page.
- by uploading, posting or otherwise making available any material via a Website or a Social Media Page, you grant us a non-exclusive, worldwide, royalty-free, perpetual licence to copy, edit and use the material in any form for any purpose.

As between you and us, all Intellectual Property Rights in this Website and Social Media Page vest in us. If you become aware of any infringements or suspected infringement by any third party of any Intellectual Property Rights in this Website, please immediately notify us.

Third party content and links

The Website and the Social Media Pages may contain links to or display the content of third parties and links to websites which are not under our control. If you use or rely upon third party content or websites, you do so at your own risk.

Disclaimer

The information on the Website and the Social Media Pages are provided “as is”. While the Centre Manager takes reasonable steps to ensure that information on its Website and Social Media Pages is accurate, current and complete, we do not guarantee or make any representation or warranty in relation to the accuracy, currency or completeness of the information, nor in relation to the merchantability and fitness for a particular purpose.

To the fullest extent permitted by law, we are not responsible for, and accept no liability with respect to, any material made available on the Website or Social Media Page by a third party. We do not endorse any opinion, advice or statement made by any person other than us.

By accessing the Website or a Social Media Page, the user assumes all risks associated with its use, including the risk that the user’s computer, software or data may be damaged or lost by data transmission errors or any virus. If you choose to send any confidential information to us electronically, you do so at your own risk.

Limitation of liability

Any liability as a result of our failure to provide, or for any problems with, the Website or a Social Media Page or any part of same, which cannot be lawfully excluded, is limited to the maximum extent permitted by law (as we reasonably determine), to resupplying the Website or Social Media Pages to you.

Website usage and cookies

The Centre Manager documents the IP addresses, browser types, and access times, requested URLs and referred URLs of users of the Website. The purposes of this include monitoring usage patterns, carrying out system administration, troubleshooting problems and obtaining broad demographic information about users. Such information is not personally identifiable and is not shared with third parties other than our related companies, agents, contractors and service providers.

We also use data files known as “cookies” on the Website. Such data files are placed on a user’s computer when they visit the Website. We only use cookies to enable the operation of the Website and not to keep personal profiles of users. Users who wish to avoid cookies should do so by disabling cookies on their internet browser.

When you access our Social Media Page, you should read the information collection policy of the relevant social media platform provider.

Waiver and change of Terms

These Terms may only be waived through an expressed waiver signed by both the Centre Manager and the relevant user. The failure of the Centre Manager to enforce or insist upon enforcement of any rights under these Terms will not be taken as a waiver of the other rights under these Terms.

We may change these Terms and publish the changed Terms on the Website and the Social Media Page. Continued usage of the Website or Social Media Page will be taken as the user’s acceptance of the changed Terms.