

Terms and Conditions

Terms and Conditions

1. The Promoter is Macarthur Square Shopping Centre of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is (02) 4626 1466.
2. Only residents of Australia aged 18 years of age or older (**Participant**) are eligible for the Competition. Participants under 18 years of age must obtain the prior permission of a parent or guardian over the age of 18 years to enter the Competition, evidenced by the parent or guardian completing the entry process.
3. The following person(s) are ineligible to enter the Competition:
 1. employees of:
 1. Any retailer within Macarthur Square;
 2. the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors; or
 3. members of the Immediate Families of the employees referred to at paragraph below.

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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 first cousin.

4. The Competition commences at 1pm, on Friday 24 September and closes at 12pm, on Friday 1 October (**Competition Period**). The Promoter may extend the Completion Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on www.macarthursquare.com.au. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable. **Prize**). The value of the total prize is \$200, 4 x \$50 Gelato Picnic Packs from The Scoop Artisan Gelato Macarthur Square.
5. The prize is a chance to win 1 of 4 Gelato Picnic Packs. The winner must contact the store directly once announced on Friday 1 October 2021 to order their prize ahead of time at the request of the retailer. Prize is redeemable during the long weekend from Saturday 2 September 2021 to Monday 4 October 2021 at The Scoop Artisan Gelato Macarthur Square.
6. To enter, the Participant must comment on the dedicated competition Facebook post what their favourite The Scoop Artisan Gelato flavour is and why, for their chance to win. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition:
 1. within the Competition Period;
 2. in the strict manner specified on dedicated Facebook post for the Competition; and
 3. by the method specified on the dedicated Facebook post for the Competition.
4. Only one entry is permitted from a Participant during the Competition Period.
5. The best entry will win a Prize.
6. The Prize is not redeemable for cash.
7. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
8. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
9. The entries will be judged by a judging committee between 12pm on Friday 1 October 2021 and 1pm on Friday 1 October 2021 at Macarthur Square Shopping Centre Management office. Winners will be published on the Macarthur Square Shopping Centre Facebook Page at 2pm on Friday 1 October 2021.
10. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on artistic merit.
11. The judge's decision is final and no correspondence will be entered into.
12. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
13. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.

14. Prizes must be redeemed between Saturday 2 September 2021 and Monday 4 October 2021.
15. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
16. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
17. The Promoter may conduct such further judging of entries if, despite using all reasonable efforts, the original winner cannot be contacted, at the same place as the original judging as is necessary at 9am on Monday 4 October 2021 in order to distribute any unclaimed Prize.
18. All entries become the property of the Promoter.
19. The Promoter may cancel the competition and not award the Prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
 1. advertise that the Competition has been cancelled by placing a notice on the Competition's website at on macarthursquare.com.au;
 2. promptly destroy all entries received; and
 3. not use the personal information that any Participant has provided on the entry form.
4. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
5. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
6. Lendlease is the Promoter only.
7. The Competition is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Competition.