

**Santa Early Bird Photo Booking 2021 Competition Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>									
<b>Promotion:</b>	Highpoint Early Bird Santa Photo Booking Prize Pack Giveaway								
<b>Promoter:</b>	GPT Management Holdings Limited ABN 67 113 510 188, 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 9922 1100								
<b>Shopping Centre:</b>	Highpoint Shopping Centre, 120-200 Rosamond Road, Maribyrnong VIC 3032								
<b>Promotional Period:</b>	<b>Start date:</b> 05/11/2021 <b>End date:</b> 29/11/2021 11.59pm <b>Winner chosen:</b> 01/12/2021								
<b>Eligible entrants:</b>	Entry is only open to VIC residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.								
<b>How to Enter:</b>	To enter the Promotion, the entrant must book a Santa Photo session during the early bird period, between November 13 and November 30. Any photo bookings after November 30 will not be eligible for the draw.								
<b>Entries permitted:</b>	Multiple entries are permitted if multiple Santa sessions are booked separately within the above period.								
<b>Total Prize Pool:</b>	AUD \$966.95								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> <th style="width: 30%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <b>Highpoint Prize Pack containing:</b> <ul style="list-style-type: none"> <li>• Lego – Advent Calendar set – Harry Potter: \$50</li> <li>• Smiggle – Advent Calendar set: \$49.95</li> <li>• Hoyts – Lux Family Pass: \$168</li> <li>• Dr Martens – New Release Polka Dot Satchel: \$199</li> <li>• Highpoint voucher: \$500</li> </ul>                     TOTAL VALUE: \$966.95                 </td> <td align="center">1</td> <td align="center">AUD \$966.95</td> <td align="center">Randomized draw.</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	<b>Highpoint Prize Pack containing:</b> <ul style="list-style-type: none"> <li>• Lego – Advent Calendar set – Harry Potter: \$50</li> <li>• Smiggle – Advent Calendar set: \$49.95</li> <li>• Hoyts – Lux Family Pass: \$168</li> <li>• Dr Martens – New Release Polka Dot Satchel: \$199</li> <li>• Highpoint voucher: \$500</li> </ul> TOTAL VALUE: \$966.95	1	AUD \$966.95	Randomized draw.
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<b>Prize conditions:</b>	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift cards are subject to any terms and conditions of the issuer including those specified on the gift cards.								
<b>Winner notification:</b>	The one (01) winner will be contacted via email/or phone. The prize is to be collected from the Customer Service Desk at Highpoint. ID must be supplied at the time of collection and match the information provided to Highpoint.								
<b>Unclaimed prizes:</b>	Prizes must be claimed by 7/12/21 17:00 pm AEDT. In the event of an unclaimed prize, the prize will be given to a runner up entrant. The winner of the redraw will be notified by email and/or phone by the 14/12/21.								

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Draw:
  - a) The winner will be picked at Scene to Believe on behalf of Highpoint Shopping Centre on 1 December 2021.
  - b) Highpoint will appoint a representative from Scene to Believe who will review all of the bookings during the stated Promotional Period and draw one winner at random. The winner will be determined at the judge's discretion.
  - c) This is a game of chance. Skill plays no part in determining the winner.
7. All reasonable attempts will be made to contact the winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of publishing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.gpt.com.au/privacy-policy](http://www.gpt.com.au/privacy-policy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.