

Love Notes at Highpoint Terms & Conditions ("Conditions of Entry")

Schedule							
Promotion:	Love Notes at Highpoint						
Promoter:	GPT Property Management Pty Limited ABN 29 116 099 631, Level 52, 25 Martin Place, Sydney, NSW 2000, Australia. Ph: 02 8239 3555.						
Participating Centre:	Highpoint Shopping Centre 120-200 Rosamond Road Maribyrnong VIC 3032						
Promotional Period:	<p>Start date: Thursday 1st February 2024, 9:00am AEDT End date: Tuesday 6th February 2024, 11:59pm AEDT</p> <p>The promotion period commences on Thursday 1st February 2024 9:00am AEDT and ends at Tuesday 6th February 2024 11:59pm AEDT (Promotional Period) and the Promoter reserves the right to extend the promotion end date at any time (subject to regulatory approval).</p>						
Eligible entrants:	<p>To be eligible to enter the promotion the entrant must:</p> <p>a) Victoria, Australia b) Be 18 years or older</p>						
How to enter:	<p>To enter the Promotion, entrants must complete the following steps during the Promotional Period:</p> <p>a) In 25 words or less, leave a comment on the Love Notes social media post that will be shared on the Highpoint Shopping Centre Instagram page and Highpoint Shopping Centre's Facebook page on Thursday 1 February 2024 2:00pm AEDT. b) Entrants can enter on either Highpoint Shopping Centre's Instagram page or Highpoint Shopping Centre's Facebook page. c) The comment must describe the entrant's Love Note that they would like to be featured on Highpoint's digital directory screens, which are located throughout Highpoint Shopping Centre d) The comment must not be offensive or use any profanity.</p> <p>The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights. If a phone call, SMS or MMS is required, it will be charged at the prevailing rate of service.</p>						
Entries permitted:	You can enter the Promotion multiple times during the Promotion Period. Each entry must be submitted in accordance with these Conditions of Entry.						
How many winners will there be and how will they be chosen:	<p>This is a game of skill. Winners will be selected based on creativity. All draws will be held at Wednesday 7 February 2024 10:00am AEDT at Level 50, 25 Martin Place, Sydney NSW 2000 as follows:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Draw No.</th> <th style="text-align: center;">Draw type</th> <th style="text-align: center;">Winner determination/prize allocation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Game of skill</td> <td>14 x winners will be selected based on creativity</td> </tr> </tbody> </table> <p>(see "Prizes" section below for further details on prize inclusions). Winning entries will not be re-included in any later part of this prize draw.</p>	Draw No.	Draw type	Winner determination/prize allocation	1.	Game of skill	14 x winners will be selected based on creativity
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1.	Game of skill	14 x winners will be selected based on creativity					

	The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).									
Prizes:	<p>There are 14 prizes available; the prizes listed in the below table will be given to each winner:</p> <table border="1"> <thead> <tr> <th>Prize number</th> <th>Prize description</th> <th>Total prize value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Hoyts Lux Movie and Red Carpet Food and Beverage package for two people</td> <td>\$140 x 14 (\$1,960)</td> </tr> <tr> <td>2.</td> <td>Koko Black Chocolate Package</td> <td>\$23.8 x 14 (\$333.20)</td> </tr> </tbody> </table> <p>The total prize value is \$2,184.</p> <p>There is a maximum of 1 prize per person.</p> <p>Prize Conditions</p> <p>Redemption of the Prize is subject to terms and conditions, as associated with the Prize, which are available are listed below:</p> <ul style="list-style-type: none"> • The Winner must be able to attend Hoyts Lux Movie package private screening of The Notebook on Wednesday 14 February 2024 6:00pm at Highpoint Shopping Centre • The private screen includes a food and beverage package including a main course and two beverages (beverages are inclusive of sparkling wine, white wine, red wine, beer and soft drink). • The food and beverage package can be viewed at CS HOYTS LUX Menu Packages 2020.indd. • The Winners will be notified by Instagram or Facebook Direct Message (the social media channel will be determined based on which channel the entry was received). • The Winner must notify Highpoint Shopping Centre by Instagram Direct Message or at highpoint.marketing@gpt.com.au if they have any dietary requirements at least 5 days prior to the screening. • The Winner must give permission for Highpoint Shopping Centre to publish their winning entry on Highpoint's digital directory screens that are located throughout the centre. <p>Spending money for incidental expenses is not included in the prize. Travel insurance is not included in the prize. The Promoter strongly recommends that travel insurance is purchased by the winner/s before travel. The Promoter makes no representation as to the safety, conditions or other issues that may exist in transit or at any destination. By entering the promotion you acknowledge that you are able to satisfy the country's conditions of entry. If you are unable to satisfy the relevant conditions of entry you acknowledge that the prize will be forfeited and no compensation will be provided.</p>	Prize number	Prize description	Total prize value	1.	Hoyts Lux Movie and Red Carpet Food and Beverage package for two people	\$140 x 14 (\$1,960)	2.	Koko Black Chocolate Package	\$23.8 x 14 (\$333.20)
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1.	Hoyts Lux Movie and Red Carpet Food and Beverage package for two people	\$140 x 14 (\$1,960)								
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Total Prize Pool:	The total prize pool is valued at \$2,184 .									
Prize Draws:	<p>The Prize Draw will be conducted at Wednesday 7 February 2024 10:00am AEDT at Level 50, 25 Martin Place, Sydney NSW 2000.</p> <p>The first 14 valid entries selected will win the prize/s as described above. The results of the selection will be final and binding and no correspondence will be entered into about the results of the draw. This is a game of skill and the winners are determined by choice.</p>									
Notification of winners:	<p>The first initial and last name of the winners will be published on the Promoter's website at https://www.highpoint.com.au/navigation/footer/the-gpt-group/competition-winners within 7 days of determining the winner.</p>									
Prize Claim Date:	Prizes must be claimed within 48 hours of being notified.									
Unclaimed Prizes:	If a winner does not respond within 48 hours being notified that they have won the promotion, if the winner cannot be contacted by the Promoter, or the winner is not readily identified, and									

	<p>reasonable efforts have been made by the Promoter to contact or identify the winner which were unsuccessful, they will automatically forfeit their prize and the Promoter reserves the right to conduct an unclaimed prize draw. An unclaimed prize draw will be conducted at 9:00am AEDT on Friday 9 February 2024 at Level 50, 25 Martin Place, Sydney NSW 2000.</p> <p>The first valid entry to be selected will win any unclaimed prize.</p> <p>The winner/s of the unclaimed prize draw will be notified via Facebook or Instagram Direct Message by Saturday 10 February 2024.</p> <p>The name of the winner/s will be published on the Promoter's website at https://www.highpoint.com.au/navigation/footer/the-gpt-group/competition-winners by Thursday 15 February 2024.</p> <p>The results of any unclaimed prize draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.</p> <p>The Promoter will distribute the prize/s to the winner/s on or before Wednesday 14 February 2024 of the unclaimed prize draw.</p>
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Standard Terms

1. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the Promoter's liability in relation to the consumer guarantees under the Australian Consumer Law (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion including:
 - (a) any technical difficulties or equipment malfunction for reasons outside the Promoter's control;
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these terms and conditions for reasons outside the Promoter's control (e.g. market value changes);
 - (e) any tax liability incurred by the winner or entrant; or
 - (f) use of the prize.
2. By entering into the promotion, 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 to be bound by these Conditions of Entry (and Schedule). Information on how to enter forms part of the Conditions to Entry.
3. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
4. 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. Entry forms from any other Promotion cannot be used for this Promotion, and are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property.
5. The Promoter is not liable for any problems that you may experience with communications networks. You are responsible for your own costs associated with entering the Promotion.
6. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Participating Centre and the Promoter, including any person involved in the management of the Participating Centre's tenants, subsidiary companies/businesses and associated companies and agencies are not eligible to enter the Promotion.

7. If any winner chooses not to take their prize (or is unable to), or does not take 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. The Schedule sets out details regarding Prize Draw arrangements and what will happen in the event that any prize is unclaimed.
8. The value of each prize is accurate and based upon the recommended retail value of the prize (inclusive of any applicable GST) at the date of preparing these Conditions of Entry. The Promoter accepts no responsibility for any variation in the value of the prize after that date for reasons outside the Promoter's control.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute for the prize (or that portion of the prize) a prize of equal or greater value and/or specification, subject to any necessary approval by or from regulatory authorities. If the winner does not agree despite reasonable attempts by the Promoter to reach an agreement and the prize is not available due to circumstances beyond the Promoter's control, the Promoter may substitute the prize with another item or items which are reasonably determined by the Promoter to be of equal or higher value.
11. A prize will be awarded to the person named in the winning entry and any entry that is made on behalf of an entrant by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter will determine the identity of the entrant or winner (acting reasonably).
12. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
13. Please read the Promoter's privacy policy available at <https://www.gpt.com.au/privacy-policy> for more information about how the Promoter handles personal information, how to access and correct your personal information, how to make a complaint, and how the Promoter handles complaints.
14. The Promoter collects personal information in order to conduct the Promotion, comply with its legal obligations as the Promoter and for promotional purposes. For these purposes, the Promoter may disclose such personal information to related companies, agents, regulatory bodies, contractors, service providers and any company with whom the Promoter is running the Promotion. If you do not provide all the personal information we request, you may not be able to participate in the Promotion.. If you do not provide all the personal information the Promoter requests, you may not be able to participate in the competition. By entering the Promotion, you consent to the Promoter using your personal information to send you information about the Promoter's products and services, including by email highpoint.marketing@gpt.com.au.
15. 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, how the entrant may complain about a privacy breach and how such complaints will be dealt with. 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 the entrants will not be disclosed to any entity located outside of Australia.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines (acting reasonably) that a winner is not able to safely participate in or accept the prize. It is a condition of accepting the prize that, depending on the nature of the prize, the winner may be required to sign a legal release and/or show proof of identity prior to receiving the prize.
17. 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 responsibility of the third party. 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, and can be found at <https://www.hoyts.com.au/terms-and-conditions>. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize 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.]

18. 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 under the Australian Consumer Law.
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of software or hardware issues, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, government directives, a pandemic, public health orders and the like, or any cause beyond the control of the Promoter, the Promoter may in its sole discretion (acting reasonably) cancel, terminate, modify or suspend the Promotion, disqualify any affected entries/entrants, or suspend or modify a prize, subject to any State or Territory regulation including the necessary approval by the relevant regulatory authority.
20. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age, place of employment 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 reasonable 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
21. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted due to circumstances outside the Promoter's reasonable control.
22. In entering this Promotion and engaging with our staff and the staff of any third party issuer / promoter, you must not:
 - a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
 - c) act in a threatening, abusive or harassing manner;
 - d) do anything that may diminish the good name or reputation of the Promoter, Participating Centre, any tenant of Participating Centre or any of the Promoter's related entities or of the agencies or companies associated with this Promotion;
 - e) breach any law; or
 - f) behave in a way that is otherwise inappropriate or offensive.
23. The Promoter, the Participating Centre, owner/s and their associated agencies, related companies, officers, employees and contractors are not liable (including in negligence) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered in connection with this Promotion or the use of any prize, except for:
 - a) any liability which under statute cannot be excluded; and
 - b) any liability which is caused by the negligent, reckless or intentional act or omission of the abovenamed parties.
24. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
25. If you are a winner, you agree to the Promoter using your name and State/Territory or postcode of residents in public statements and advertisements. If you are a winner, you may agree to participate in all reasonable marketing publicity, photography and other promotional activity as the Promoter requests, including (but not limited to) being recorded, photographed, filmed or interviewed without any compensation. The winner acknowledges that the Promoter and Participating Centre may use any such marketing and editorial material without further reference or compensation and in that case you consent to the Promoter using your name and image in any promotional or advertising activity for a reasonable period thereafter.

26. The Promoter accepts no responsibility for any tax implications arising from you winning a prize. Entrants should seek their own independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
29. The laws of Victoria apply to this Promotion. Entrants submit to the exclusive jurisdiction of the laws of Victoria.