



## **Cleveland Central**

### **Carnival Challenge April 2025**

#### **TERMS AND CONDITIONS**

1. Information on how to enter form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Employees (and their immediate families) of the Promoters, and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
3. Promotion runs from 11AM to 2PM on Monday 14 to Thursday 17 April 2025, and Saturday 19th to Monday 21<sup>st</sup> April 2025.
4. To be eligible, individuals must complete the following steps during the Promotional Period:
  - a. Scan the QR code at the Carnival Challenge in centre at Cleveland Central;
  - b. Complete all the fields on the online form and submit to sign up to the centre database.
5. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoters discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete or indecipherable entries will be deemed invalid.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

8. Promotion prize; one (1) x \$100 Cleveland Central gift card, with a total of five (5) prizes awarded.
9. Winners will be selected by random draw between Monday 21<sup>st</sup> April 2025 and Friday 25<sup>th</sup> April 2025.
10. Winners will be notified within six (6) business days of the draw via the email provided.
11. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. Total prize pool value is AUD \$500.
15. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
16. The use of any automated entry software or any other mechanical or electronic means that allows entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
17. This Promotion is in no way sponsored, endorsed, administered by, or associated with Meta (Facebook, Instagram or its platforms)
18. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (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.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control);

(b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) use of/taking of a prize.

20. The Promoters collect personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clevelandcentral.com.au/privacy-policy>.
21. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoters. Unless otherwise indicated by the Promoters, the Promoters may disclose PI to entities outside of Australia (for a list of the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoters are not liable in this regard.
22. The Promoters are The Trustee for Haben Number 8 Trust ABN 42 338 816 447 Suite 3.05, Level 3 203-233 New South Head Road Edgecliff, NSW 2027 Australia.