

**MACACRTHUR CENTRAL SHOPPING CENTRE “WIN A \$250  
GIFT CARD” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**WIN A \$250 GIFT CARD**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. The promoter is **Tempo Living Pty Ltd** ACN **626 454 662** of Unit 10, 7 Hoyle Avenue, Castle Hill, 2154.(“**Promoter**”).

**ELIGIBILITY**

3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. The following are ineligible: (i) employees of the Promoter or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

**PROMOTION PERIOD**

5. Promotion commences at 11.00am on Sunday 19 March 2023 and closes at 2.00pm on Sunday 19 March 2023(“Promotional Period”). All times throughout the Terms and Conditions will be based on Sydney local time.

**HOW TO ENTER**

6. To enter, eligible individuals must, during the promotional period, undertake the following at The Gables, Box Hill Launch:
  - a. Scan QR code to register to the Tempo Living database, via <https://www.tempohomes.com/win-a250-gift-card-3/>
  - b. Fully complete and register their details as requested on the competition form.
  - c. Accept the competition and subscriptions terms and conditions.
  - d. Submit the competition entry

**LIMITS ON ENTRY**

7. Limit of one (1) entry permitted per eligible person, per the entry period for the one prize draw.

**DRAW DETAILS**

8. The prize draw will take place at Tempo Living Head Office at 11.00am on Tuesday 21 March 2023.

The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

9. The provisional winner(s) will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

#### **PRIZES**

10. The first valid entry randomly selected, from all valid entries received and will win the \$250 Gift Card valued at AUD\$250. The Type of Gift Card is subject to the Promoters discretion.
11. Any ancillary costs associated with redeeming a gift card are not included. Any unused balance of a gift card will not be awarded as cash. Redemption of the \$250 Gift Card is subject to any terms and conditions of the issuer.

#### **UNCLAIMED PRIZE DRAW**

12. A draw for any prize, if unclaimed, may take place on 6 June 2023 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw.

#### **GENERAL**

13. The Promoter reserves 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 entrant who the Promoter has reason to believe has breached any of 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 will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. Incomplete, indecipherable, or illegible entries will be deemed invalid.
15. 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If a winner of a prize is under the age of 18 years, the prize(s) will be awarded to the winner's nominated parent or guardian on the winner's behalf.

18. If for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
20. The total prize pool value is AU\$250.00
21. Prize(s), or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) subject to any written directions from a regulatory authority to modify, to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
24. 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize 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; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.

26. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at <https://www.tempohomes.com/privacy-policy/>. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, 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. In addition to any use that may be outlined in the Privacy Policy, by entering this Promotion, entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.