

## **LOWES Coomera Gift Card Competition - Terms and Conditions – March 2019**

1. Entry into the Competition is deemed acceptance of these terms and conditions. Information relating to the Competition form part of the terms and conditions for the Competition. The Promoter may vary these terms and conditions from time to time at its sole discretion, subject to approval of the relevant state authorities.
2. Eligibility to enter the Competition is subject to the Entry Restrictions above.
3. To enter the Competition, entrants must take a 'photo' with themselves and the Lowes 'Modern Male' mannequin at Westfield Coomera, Queensland, post the photo on Facebook or Instagram, tag both lowes\_australia & westfieldcoomera and/or use the hashtag #ATLOWESCOOMERA. The competition will commence on Monday 4<sup>th</sup> March 2019 and end on Sunday 10<sup>th</sup> March 2019. Any entry received outside of the Competition Period will be deemed invalid.
4. Entrants may enter the Competition up to the Maximum Number of Entries. In this case, Maximum Number of Entries per each entrant is One.
5. Incomprehensible and incomplete entries will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
6. The Promoter reserves the right to request proof of identity, proof of Australian residency status at the nominated Prize delivery address and proof of entry validity, in order to claim a Prize. Acceptance of proof of eligibility is at the discretion of the Promoter. In the event that an entrant cannot provide proof, their entry will be deemed invalid.
7. There will be 1 (randomly) drawn winner, drawn on Monday 11<sup>th</sup> March 2019. The winner will be notified within a 48hr period.
8. Winners will be notified via phone call and/or email.
9. Prize will be delivered to an Australian Address or handed over in the Lowes Coomera store. Further contact details may be required upon request.
10. All Prizes described in the post are not transferable or exchangeable and cannot be redeemed for cash. The Promoter is not responsible for any additional costs associated with use of the Prize.
11. If a Prize is date specific, the Winner must be available to redeem the Prize on the date/s specified in the Schedule. If the Winner is not able to redeem the Prize on the specified date/s, the Promoter may determine another Winner in its absolute discretion.
12. The Promoter accepts no responsibility for any loss, damages, or injury incurred to enter the Competition or in connection with taking up the Prizes.
13. Once Prizes have left the Prize Supplier's premises, no responsibility is taken for Prizes damaged, delayed or lost in transit.
14. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date. In this the prize is a \$200 LOWES Gift Voucher. This is voucher can only be redeemed at the Lowes Coomera store.
15. All Prizes are subject to availability. In the event that any of the Prizes or part of a Prize becomes unavailable due to circumstances beyond the Promoter's reasonable control, the Promoter reserves

the right to provide a similar prize to the same or greater value as the original prize, subject to state regulations.

16. Neither the Promoter nor the Prize Supplier/s or their associated companies will be held liable for any loss, damage or injury that results directly or indirectly from the Winner taking part in any aspect of the Prize. Where relevant, the Winner agrees that they take full responsibility for any activities engaged in while travelling and engaging in the Prize package.

17. Winners are responsible for all costs not expressly listed as being included in the Prize

18. Neither the Promoter nor the Prize supplier or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond the Promoter and the Prize supplier's control which prevent awarding or acceptance of the Prize in accordance with the Prize description.

19. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the Promoter's opinion, includes objectionable content.

20. This Competition is a game of chance and winners will be randomly selected on the elected date.

21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal or permanent injury or loss of life; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

22. The Promoter and the Prize Supplier/s assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alterations of entries, and reserves the right to take any action that may be available. If for any reason this Competition is not capable of running as planned, due to causes including, but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administrative security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion, to take any action that may be available to the fullest extent permitted by law, including to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition. Subject to state regulations.

23. Entrants consent to their full names and/or their entries being used in all media by the Promoter. Entrants acknowledge and agree they may be required to participate in promotional activities while taking up the Prize.

24. The Promoter may use entrants' names and details for promotional, marketing and publicity purposes. The Promoter may also be required to disclose your personal information to its contractors, agents, co-promoter and to state and territory gaming departments to assist in conducting the Competition.

25. All details of the entrants will be used and preserved in accordance with the Australian Privacy Principles and the Lowes-Manhattan Privacy Policy. Unless otherwise notified, the Promoter may use the entries and details of entrants for promotional and publicity purposes.

26. Any entrant found to be using multiple accounts to enter the Competition may be disqualified at Lowes' sole discretion.