

YELLOW BRICK CAFE

HALLOWEEN COMPETITION 2016

#yellowbrickcafe

Terms & Conditions

Information on how to enter, how to claim, and details of prizes form part of these Terms and Conditions. Participation in this promotion constitutes acceptance of these Terms and Conditions.

Entry to the competition is open to **residents of Australia** who fulfil the entry requirements, except:

Employees of Yellow Brick Cafe (the Promoter), and their immediate family, tenants in the shopping centre and their immediate family, the staff of tenants in the shopping centres and their immediate family, the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family.

Immediate family means parents, siblings, spouse, children and grandparents. Tenants means Lessees, Licensees and in the case of a corporation, its directors.

The Promoter has the right to request a proof of age identification to verify the age of the contestant, such as a valid and current NSW Driver's Licence, Passport or Age Card.

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 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. 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.

Yellow Brick Cafe Hill will post the details of the competition during the promotional period. Entrants must remain a follower of Yellow Brick Cafe on Facebook at the time of the draw/ winner notification to be deemed a valid entry.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

On entry into the competition the entrant acknowledges that the promoter's decision in relation to any aspect of the Promotion is final and binding.

All references to times and dates are to times and dates according to AEST.

All prices and values of the prizes are to be provided in the currency of the country in which the entrant is resident. i.e in Australian Dollars.

How to Enter

The competition commences at 7am Saturday, 29th Oct 2016 and concludes at **7:30pm Monday, 31st Oct 2016** (AEST) (the "Promotional Period").

Entrants must set their Facebook profile to **public and follow @yellowbrickcafehill** on Facebook and share images related to the days competition question and/or requirements, tagging the retailer and using the hashtags **#yellowbrickcafe**

Incomplete, indecipherable or illegible entries will be deemed invalid.

Public setting on Facebook is during the promotional period only.

The Prizes

There are a total of Two (2) prizes to be won. One Boy and One Girl.

Entrants cannot win more than once during the promotional period.
Each prize is a Toys R Us gift card - \$50.00

Prize must be taken as one, and not broken down into separate elements.

The prize items cannot be exchanged, or refunded for cash.

Transport, flights, transfers, accommodation or any other associated costs are not included in the prize.

The Draw and How to Claim your Prize

Judging of the Entries will take place at the offices of Yellow Brick Cafe. The winner will be notified via Facebook within 24 hours of being chosen at 7:30pm Monday 31st oct.

The judging will be conducted by a representative of the Promoter who will determine the entrant with the photo conveying the most creative image. Once the winners have been judged no further correspondence will be entered into.

Chance plays no part in determining the winner. Entries will be judged in regard to the most creative images by Yellow Brick Cafe panel of judges.

To claim the prize, the winner must provide personal identification to confirm their identity and their details must match the competition entry details.

Failure to claim the prize prior to **2nd Nov 2016** will deem the winner ineligible to collect the prize. The Prize will only be provided once the winner has verified their identity to the satisfaction of the promoter in their absolute discretion.

If any prize/reward (or part of any prize/reward) is unavailable, the promoter, in its discretion, reserves the right to substitute the prize/reward to the equal value and/or specification, subject to any written directions of the relevant Regulatory Gaming Authority.

In circumstances where the Winner(s) is/are unable to be contacted via email or phone post by the Promoter reserves the right to disqualify that Entrant and select an alternate Winner in accordance with these terms and conditions.

This prize is not transferable and any requests will not be accepted to transfer the prize to any other person, or any other persons account or account name, other than the official winner of the competition.

The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.

General Terms and Conditions

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 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, but not limited to, where arising out of the following:

any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

any theft, unauthorised access or third party interference;

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;

any variation in prize value to that stated in these Terms and Conditions;

any tax liability incurred by a winner or entrant; or

use of the prize.

If, for any reason, the prize winner does not take an element of the prize at the specified time or within the time stipulated for the use of the prize then the prize will be forfeited by the prize winner and cash or other prizes will not be offered in replacement.

If for any reason this competition is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter

reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the competition.

The Prize winners accept and acknowledge that they must participate in all promotional activities concerning the promotion and the winning of the prize and they consent to the promoter using their name and image in any further promotional material. Claiming of the prize constitutes consent to use the winner's full name, photograph and testimonial comments for promotional, marketing and publicity purposes. The winner's full name will be published in social marketing communications to promote the competition and the prize. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

The promoter reserves the right to refuse to allow the 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 mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.

By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information, which will be added to the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. All entries become the property of the Promoter. The promoter is bound by the Privacy Act 1988.

The Promoter is Yellow Brick Cafe K7 16 Victoria Ave, Castle Hill 2154.

