

JESMOND CENTRAL
'The Sweet School Holidays Challenge' Competition

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entrants are only open to Australian residents aged 15 years or over. Entrants under the age of 18 must have parent or legal guardian approval to participate in this Promotion.
3. 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 1st cousin.
4. Entries open at 9:00am AEST on 20/09/21 and close at 11:59pm AEST on 03/10/21 ("**Promotional Period**").
5. To be eligible to enter, individuals must complete the following steps during the Promotional Period:
 - a. Visit the Jesmond Central Facebook page and navigate to the School Holiday Challenge competition post: facebook.com/jesmondcentral
 - b. Using the EasyPromos game platform, register their details, fill out the entry form, and play the game by finding all hidden sweet treats in each round within 30 seconds.
6. Each customer is limited to one (1) entry during the promotional period. Multiple entries not permitted.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. Fifty (50) winners will be drawn at Seven Hills Plaza, 224 Prospect Highway Seven Hills NSW 2147 on 05/10/21.
11. Winners will be notified within three (3) business days of the draw.
12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

13. The Promoter's decision is final, and no correspondence will be entered into.
14. There will be a total of fifty (50) gift prizes available comprising of:
 1. 1 x XS Espresso Signature Donut voucher valued at \$3.50 each
15. Any ancillary costs associated with redeeming any Gift Voucher prizes are not included. Any unused balance of the gift voucher will not be awarded as cash. Redemption of the gift voucher is subject to any terms and conditions of the issuer including those specified on the gift voucher.
16. 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.
17. If any prize (or part of any 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, subject to any written directions from a regulatory authority.
18. Total prize pool value is AUD\$175.00
19. Winners must provide an email address for the gift voucher prize to be sent to.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. If a prize is provided to the Promoters 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 sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
22. A draw for any unclaimed prizes may take place on 05/01/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and/or email within two (2) business days of the draw.
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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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.

26. 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.
27. 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.
28. 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.jesmondcentral.com.au/privacy-policy>.
29. 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.
30. The Promoter is Jesmond Plaza Pty Ltd ATF Jesmond Plaza Trust, Suite 3.05, Level 3, 203-233 New South Head Rd, Edgecliff NSW 2027.