

HAMPTON STREET COMPETITION TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

TOTAL PRIZE VALUE

There is 1 prize available.

The prize is a Shopping Spree on Hamptona Street which includes:

A \$2,000 Hampton Street Gift Card to be used in the Hampton Street Precinct.

PROMOTION NAME

Hampton Street Instagram Competition

PROMOTION PERIOD

The competition starts at 5.00pm on 21/06/21 and ends at 11.59pm (AEST) on 16/08/21 (the Competition Period).

ELIGIBLE ENTRANTS

Only Australian residents who:

- (a) reside in Victoria, Australia
- (b) 15 years of age or over

TOTAL NUMBER OF PRIZES

1

METHOD OF ENTRY

To enter, you must, during the Competition Period:

(a) Enter via the competition on the Hampton Street website page:
<https://www.HamptonStreet.com.au>,

and follow the Instagram Page, or alternatively via following the Instagram page:
[@HamptonStreetBayside](#)

You must enter the Competition only once.

ELIGIBLE STATES/ TERRITORIES

Victoria

DETAILS OF PRIZE

There will be 1 x winner determined by random at the completion of this competition.

The draw will be held at 12pm (AEST) on 18/08/21

The Promoter may draw additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).

UNCLAIMED PRIZE

If a prize has not been accepted or claimed as specified by 5pm (AEST) on 23/08/21 or if a drawn winner does not contact the Promoter by this time and date or cannot take the prize at the time and date specified, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at 12pm(AEST) on 25/08/21 at the same location as the original draw to distribute the relevant prize/s.

PROMOTER

The Promoter is Mad Creative (ABN 13 620 981 928) as disclosed agent for the owners of the Hampton Street Traders Association.

PUBLIC ANNOUNCEMENT OF WINNER

Any such winner/s will be informed by email on 18/08/21.

Winners will be required to submit their:

First Name

Last Name

Date of Birth

Email

Mobile Phone Number

Terms & Conditions of Entry

1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

2. Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

3. You must not be a Directors, officers, management and employees of:

- (a) the Promoter;
 - (b) the agencies or companies associated with this competition or the Promoter; or
 - (c) the retail stores located at the Precinct,
- and the immediate families of those people, can't enter.

Prizes

4. By accepting or participating in any prize on behalf of a winner, the winner's parent or guardian accepts these conditions.

5. The prize is subject to any additional conditions specified by the Promoter and/or prize supplier(s). Any failure by you or your companion/s to comply with the conditions imposed by the prize supplier/s may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier/s.

General

6. If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if you are unable to take the prize at the time and date specified, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

7. You must not:

- (a) tamper with the entry process;
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;

- (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
8. You are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if any of them breaches these conditions, whether or not legally bound by them.
9. If you (or your companions, if applicable), in the opinion of the Promoter, are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companions) from participating in any elements of the prize, at its discretion.
10. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
11. The Promoter's decision in connection with all aspects of this competition is final.
12. Prizes (or portions of prizes) cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.

The Promoter is not responsible for any change in prize value.

Without limiting any other term of these conditions, you agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

13. By accepting or participating in any prize, your companions accept these Terms and Conditions.
14. If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
15. The Promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.
16. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the

Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

17. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth).

18. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

19. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of or damage to prizes.

20. The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information in the respect of the Privacy Act 1988 (Cth)

21. The information you provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with you. By entering the competition, you are agreeing to become a Hampton Street Instagram follower and receiving communications from the promoter. You may unsubscribe from Hampton Street at any stage via the unsubscribe link within Instagram. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy.

22. The winner of the competition will be required to submit their personal details as described in the schedule table.

They will allow us to activate the gift cards for them. By accepting this prize you give the promoter's permission to view details on how the funds were spent from the card transaction history.

23. The winner of this prize will also be required to agree to partake in a short interview and a photo shoot.