

HAPPY MEMORIES COMPETITION TERMS & CONDITIONS

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) "Commencement Date" means 10AM (AEST) on Thursday 15 July 2021.
 - b) "Closing Date" means midnight (AEST) on Wednesday 28 July 2021.
 - c) "Determination Date" means 9AM (AEST) on Monday 2 August 2021.
 - d) "Entrant" means a person who enters the Promotion.
 - e) "Prize" means a prize offered in the Promotion.
 - f) "Promoter" means Cockle Bay Wharf, ABN 37 002 851 925, Cockle Bay Wharf/Darling Park Management, Tower 2, Level 23, Darling Park, 201 Sussex Street, Sydney NSW 2000.
 - g) "Promotion" means this competition.
 - h) "Promotion Period" means the period between the Commencement Date and the Closing Date.
 - i) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
 - j) "Supplier" means the supplier of the Prizes.
 - k) "Winner" means an Entrant who wins a Prize, including in the Unclaimed Prize Determination.

2. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00 is the start of a day and midnight is the end of a day.

PARTICIPATION

3. The Promotion is conducted by the Promoter.
4. The Promotion is a game of chance and skill plays no role in determining the Winners
5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take a Prize if they are Winner
6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
7. This Promotion will be advertised on the Cockle Bay website, Facebook and Instagram pages <http://cocklebaywharf.com.au>
8. The Promoter acknowledges that notice of this competition may occur via Third Party channels however entry into the competition can only be via the methods advised. Submissions on any media not advised as a valid entry method will not be considered.
- 9 An Entrant is eligible to win a Prize if they are
 - a) Australian resident
 - b) over the age of 18, or, if under the age of 18, have their parent's or guardian's permission before entering the Promotion; and are not:
 - c) employees of:
 - i. the Promoter
 - ii. the Supplier, or Relevant Parties;
 - iii. any corporations or agencies related to the entities in paragraphs (i) and (ii)above; or
 - iv. any of the Relevant Parties; or
 - d) a spouse, de facto, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph (c) above.
10. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

ENTRY

11. To enter the Promotion, an Entrant must, during the Promotion Period:
Submit their entry to the official Facebook page or Instagram Page for Cockle Bay Wharf.
Post a comment answering the question "what's your Cockle Bay Wharf happy memory?" in response to one of the Cockle Bay Wharf designated competition posts with the hashtag #cocklebaymemory .
12. An Entrant's entry must not be:
 - a) late;
 - b) delayed;
 - c) incomplete;
 - d) incomprehensible;
 - e) unlawful;
 - f) obscene;
 - g) defamatory;

- h) libellous;
- i) threatening;
- j) pornographic;
- k) harassing;
- l) hateful;
- m) racially or ethnically offensive;
- n) capable of encouraging conduct that would be considered a criminal offence;
- o) capable of violating any law; and/or
- p) capable of giving rise to civil liability.

13. Only one entry to the Promotion per Entrant.

14. There are a total of 15 Prizes that will awarded at the completion of the Promotion Period.

15. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.

16. Any costs associated with accessing the Promotion are the responsibility of the person seeking access and are dependent on the internet service provider used.

17. Entrants must make their entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.

18. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Determination Date, that Entrant must notify the Promoter of their correct contact details immediately.

19. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within 7 days of being asked, at the Promoter's cost: a) allow the Promoter to inspect and copy any documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.

20. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that a Winner cannot provide suitable proof of eligibility, that Winner will forfeit their Prize in whole and no substitute or compensation will be offered.

21. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.

22. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:

- a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
- b) fails to produce items as required by Condition 19 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
- d) has submitted an entry that is not in accordance with these Terms and Conditions.

WINNERS

23. There will be 15 Winners determined from all entries received during the Promotion Period. Each Winner will receive 1 Prize.

24. The Winners will be determined on the Determination Date by the Promoter. The Winner will be selected at random by the Promoter.

25. The Promoter's decisions are final and no correspondence will be entered into.

26. The Winners will be notified by email. The winner must then respond to this email with their details to redeem the prize.

27. All reasonable attempts will be made to contact the Winner. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a Prize is:

- a. not claimed by the Winner by 9:00hrs on the Unclaimed Prize Determination Date; or
- b. forfeited for any reason,

the Prize will be awarded to another Entrant in an unclaimed prize determination (the "Unclaimed Prize Determination"), on the Unclaimed Prize Determination Date. The Winner of the Unclaimed Prize Determination will be notified by email within 2 days of the Unclaimed Prize Determination Date.

PRIZES

28. There will be fifteen (15) prizes in total. The prize consists of a Cockle Bay Wharf gift card to the value of \$100.00 only.

Prize Component Terms and Conditions

- a. Prizes or any unused portion of a prize are not transferable or exchangeable and cannot be taken as cash.
- b. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.

All Prize values are correct as at 13 July 2021 and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values. If any Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by any Winner or any other party if any Prize is unavailable for any reason.

29. Prizes cannot be refunded or exchanged and cannot be taken as a monetary payment.

30. Prizes may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow a Winner to transfer a Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

31. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.

32. Prizes will be awarded to the person named in the winning entries.

GENERAL

33. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.

34. To the full extent permitted by the law, the Promoter and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prizes, including:

- a. any indirect, economic or consequential loss or loss of profits;
- b. any loss arising from the negligence of a Relevant Party; and
- c. any liability for personal injury or death.

35. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion subject to any direction given under the relevant State/Territory permit regulations.

36. The Winners acknowledge that the Prizes may be subject to additional terms and conditions imposed by third parties. The Winners must become acquainted with any such additional terms and conditions prior to taking a Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prizes, or for the breach of those conditions by any person.

37. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:

- a. any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
- b. any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or Entrants' details.

38. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest

extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.

39. These Terms and Conditions are governed by the laws of New South Wales.

40. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified, or amended.

41. All entries become the property of the Promoter.

PRIVACY

42. Your privacy is important to us. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion, publicise its Winners, and send Entrants marketing information where Entrants have consented. Entrants' personal information may be disclosed to marketing and communications agencies affiliated with The Promoter, Prize suppliers and Prize deliverers in order to conduct this Promotion. Personal information about Entrants may also be disclosed to the authorities responsible for the regulation of gaming and lotteries. Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.