



SOUTH MELBOURNE MARKET VOTE & WIN – TRADER DECORATION COMPETITION

Terms and Conditions

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents. Employees and immediate families of the Promoter, SMM traders and their agencies associated with this promotion are ineligible. 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 grand-parent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, or 1st cousin.
3. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
4. Single entry permitted only (per person). To be eligible the entrant must complete an entry form place this in the competition entry box located in Centre Aisle at the Market.
5. 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.
6. Promotion commences on 01/12/2021 at 8am AEST. Entries close at 11.59pm AEST on 19/12/2021. The three winners will be notified by email or phone on 20/12/2021. If a winner has not claimed their prize by 22/12/2021 a redraw will take place and a new winner notified.
7. No responsibility accepted for late, lost or misdirected entries. Incomplete, indecipherable or illegible entries will be deemed invalid.
8. The Promoter's decision is final and no correspondence will be entered into.
9. The prize pool includes three (3) Market Christmas Hampers valued at \$500.
10. Three (3) winners will be drawn randomly and awarded a prize.
11. Prize, or any unused portion of this prize, is not transferable or exchangeable and cannot be taken as cash.
12. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
13. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize at the time or date stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
14. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
15. The Promoter may conduct such further draws at the same place as the original draw in order to distribute the prize if it remains unclaimed by the date, subject however to any written directions given by a regulatory authority.
16. 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 control of the Promoter, the Promoter reserves 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.

17. 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 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry prize claim that is late, lost, altered, damaged or misdirected (whether or not their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Conditions of Entry; (e) any tax liability incurred by winner or entrant; or (f) use of the prize.
18. The Promoter collects personal information in order to conduct the Promotion. Entry is conditional on providing this information. Unless otherwise advised, the Promoter may also use the information for promotional, marketing and publicity purposes, including sending electronic messages. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for any unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed, and/or supplied by the Promoter.
20. The Promoter is City of Port Phillip ABN 21 76 29 77 945.