

# Terms and Conditions

## Caribbean Gardens Giveaway

### 1. Eligibility

Australian residents from Victoria aged 18 years or over are eligible to enter this Promotion. Residents from all other locations are excluded from entering this competition. Employees of the Promoter (or any related entity of the Promoter) and their Immediate Families are not eligible to enter this Promotion. Persons under the age of 18 may enter only with the consent of their parent or legal guardian. If such consent is not given, the entry will be deemed invalid and any prize forfeit for a redraw.

### 2. Entry

By entering this Promotion, the entrant accepts these terms and conditions. A person may only enter this Promotion once and must enter this Promotion during the Promotion Period. In order for the Promoter to notify the winner, the entrant must provide his or her full name and e-mail address when requested. The Promoter may deem an incomplete entry invalid. Entrants understand that their contact information will be collected by Caribbean Gardens. Entrants agree to receive marketing emails from Caribbean Gardens including special offers and promotions (that they can opt-out of at anytime). To enter, entrants must complete the online newsletter subscription form (available at: <http://caribbeangardens.com.au/whats-on/>) providing the following questions:

1. First name;
2. Last name;
3. Email address; and
4. Mobile number

### 3. Prizes

There will be one prize (one winner). The prize will include 2 components. Component 1 of the prize consists of a Caribbean Rollerama Party Package (1298 Ferntree Gully Road Scoresby, VIC 3179) for up to 10 children under 18 years, including:

- Invitations;
- Admission to the gardens;
- Roller Skate Hire;
- Each child will receive:
  - 1 Party Pie and 1 Sausage Roll each;
  - 1 Small Soft Drink; and
  - Streets Chocolate or Rainbow Paddle Pop or an Icy pole.
- A Special Birthday Announcement on the day;

All children must be accompanied and supervised by an adult at all times. Additional food can be brought along, however there will be no facilities available to re-heat food. Jugs of soft drinks can be purchased for \$9.00 each; additional soft drinks cannot be brought into the premises. Skaters who come to celebrate the party and are not a part of the party (family friends, other parents etc.) must pay at the front door. The Caribbean Rollerama Party Package will be valid for 12 months from the date the prize is awarded. This package is valued at up to \$170. A booking is required. All party bookings are subject to availability. The Caribbean Rollerama Party Package is subject to the provider's standard terms and conditions, available [here](#).

Component 2 of the prize consists of \$200 of Scoopon store credit, which can be redeemed towards any Scoopon Local or Travel deal. Store credit cannot be redeemed towards

Scoopon Shopping purchases. The store credit will be applied to the winners' Scoopon account. If the winner does not currently have a Scoopon account, they will be required to create one using their email address. Scoopon store credit will be valid for 12 months from the date it is applied to the winners' Scoopon account.

The total prize pool is valued at \$370. Prizes are not transferable or exchangeable and cannot be substituted for cash. If a prize is unavailable, the Promoter may substitute that prize with a prize that is equal in value or type subject to any written directions from a regulatory authority.

#### 4. Draw

The winner of the prize will be drawn at 12pm AEST 1<sup>st</sup> of December 2015. The winners will be drawn by random selection, from the pool of entrants who subscribed to the Caribbean Gardens Newsletter during the Promotion Period. The draw for the prize will take place at the Promoter's office at the end of the Promotional Period.

#### 5. Winner

The winner of the prize will be announced on the Promoter's Facebook page from 2pm AEST on the 1<sup>st</sup> of December 2015. The winner of the prize must sign any release form that may be required by the Promoter or supplier of a prize. After announcement of the winner, the Promoter will notify the winner via email and/or phone call to arrange delivery of the prize.

#### 6. Unclaimed prizes

If a prize is unclaimed, the Promoter will draw a winner for the unclaimed prize 2 months after the initial draw at 12pm AEST 1<sup>st</sup> of February 2016, using the same method specified in section 4 and will notify the winner using the same method specified in section 5. The draw will take place at the Promoter's office.

#### 7. Forfeited prizes

The Promoter may forfeit a prize if a winner refuses to sign any release form specified in section 5 or a winner refuses to accept a prize.

#### 8. Entrant's personal information

By entering this Promotion, the entrant consents to:

- a. The Promoter, or any of its affiliated entities, using the entrant's details for future marketing and promotional purposes, except if notified otherwise by the entrant;
- b. If entrants are winners, the Promoter using their name, likeness, image and voice in any media platform; and
- c. Disclosing the entrant's personal information to third parties, including agents, contractors and suppliers of the Promoter.

#### 9. Promoter's rights

The Promoter may verify the validity of entries and entrants (including an entrant's identity, age and place of residence). The Promoter may disqualify an entrant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process

or who uses automated entry software or other mechanical or electronic means that allows a person to automatically enter repeatedly. The Promoter may either disqualify an entrant or modify, suspend, terminate or cancel this Promotion if this Promotion is interfered with or this Promotion is not capable of being conducted as reasonably expected due to a reason beyond the control of the Promoter, including technical difficulties, unauthorised intervention or fraud, subject to any written directions from a regulatory authority.

#### 10. Promoter's liability

The Promoter is not liable for any loss, expense, damage or liability that may be suffered or incurred by a person in entering this Promotion or accepting and using the prizes. If the Promoter is liable, the Promoter's liability is limited to either resupply of the goods or services. This section 10 does not alter a person's rights under the Australian Consumer Law.

#### 11. Definitions

For this Promotion, the following terms have the following meanings:

Term	Meaning
Immediate Family	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 first cousin
Promoter	Caribbean Gardens Pty Ltd (ABN 71 004 652 260)
Promotion	Caribbean Gardens Giveaway
Promotion Period	12pm AEST 31 <sup>st</sup> of August 2015 – 12pm AEST 30 <sup>th</sup> of November 2015