



Caneland Central
Mackay

Caneland Central – ‘Game of Skill’ Competition

Help Name the Caneland Central Bear – Social Media Competition

Terms and Conditions

SCHEDULE	
Competition	“Help Name the Caneland Central Bear” – Social Media Competition
Promoter	The Trustee for Sentinel Caneland Mackay Investment Trust ABN 45 106 032 747
Permit(s) Obtained for The Competition	N/A
Entry – Age Restriction	Entry is only available to persons over 18 years of age. If the Participant is under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the prize will be awarded to the winner’s parent or legal guardian unless the schedule states otherwise.
Competition Period (Promotion Period)	Commences at 9.00am, Thursday 24 October 2024 Closes at 5.00pm, Sunday 3 October 2024 (Competition Period).
Participating Stores/Retailers	N/A
How To Enter	To enter the Competition, each entrant must, during the Competition Period: 1. Submit their entry (suggested bear name) by commenting on the pinned “Help Name the Caneland Central Bear” post, dated 24 October 2024, on either the Caneland Central Facebook or Instagram page during the competition period.
Are Multiple Entries Permitted?	Participants can enter more than once however each entry must be unique and submitted separately.
Receipt Of Entries	The time each entry is received will be the time an individual prize is redeemed at the event activation space.
Prize(s) – Description	\$100 Caneland Central Gift Card
Total Number of Prizes	There is one (1) prize to be won as part of the Competition.
Total Prize Pool	\$100
Draw Details	<ul style="list-style-type: none">• Entries will be judged by a judging committee between 9am and 5pm on Monday, 4th October 2024, at Caneland Central.• Winners will be contacted via Facebook or Instagram Direct Message (based on the platform of the winning entry) by 5:30pm on Monday, 4th October 2024.• The Promoter’s decision regarding an eligible entry is final, and no correspondence will be entered into.

Entrants should pay particular attention to:

- Any unusual or onerous restrictions on the method of entry, if any (see the "How to Enter" section of the Schedule and Part D of these terms and conditions);
- The Promoter's potential use of photos and content uploaded as part of the competition (see Part D of these terms and conditions); and
- the Promoter's limitation of liability (see Part I of these terms and conditions).

PART A - INTRODUCTION

1. Information on how to enter and prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each entrant's personal information for the purposes of:
 - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing, auditing and conducting the Competition)
 - (b) for promotional purposes, public statements and advertisements in relation to the Competition;
 - (c) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
 - (d) research to improve its products and services.
6. Entering the Competition implies the entrants' agreement to the utilisation of their personal data outlined in clause 5. If entrants do not authorise the use of their personal information as outlined in clause 5 (b-d), they may indicate this preference on the entry form, ensuring their information is solely utilised for competition auditing and compliance purposes.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy located at canelandcentral.com.au.

PART C - WHO CAN ENTER THE COMPETITION

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian unless the schedule states otherwise.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, stepchild, parent, stepparent, legal guardian, sibling or stepsibling.
10. The Promoter reserves the right to request entrants and winners to provide proof of age, identity and eligibility to participate in the Competition. The Promoter reserves the right to disqualify any entrant

who provides false information or fails to provide information that is reasonably requested by the Promoter.

PART D – HOW TO ENTER THE COMPETITION

11. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
12. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
13. An entry cannot be modified after it has been submitted.
14. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition.
15. The Promoter reserves the right, at any time, to request of all entrants verification of their age, identity, residential address or any other information relevant to participation in the Competition. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
16. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
17. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
18. The eligibility of entries is solely within the discretion of the Promoter.
19. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
20. If entry is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition.
21. If entry is via Facebook, entrants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
22. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
23. All entries become the property of the Promoter.

PART E - PRIZES

20. Each Prize is not transferrable, exchangeable or redeemable for cash.

21. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
22. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
24. A winner's use of a Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.
25. Prize winners will not receive receipts for their prizes as they are retained as the property of the promoter.

PART F - HOW THE WINNER(S) ARE DETERMINED

26. This is a game of skill and chance. The winning entry or entries will be the first entry or entries randomly selected at the Prize Draw from all correct and valid entries submitted as part of the Competition. The number of 'correct' entries to be randomly selected at the Prize Draw will be the same as the total number of Prizes specified in the Schedule.
27. The judge's decision is final, and no correspondence will be entered into.
28. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
29. The mechanism for determining each winner is solely within the discretion of the Promoter.
30. Each winner will win a Prize.

PART G - NOTIFICATION AND CLAIMING THE PRIZE

31. The Promoter will provide each winner with instructions on how to claim their Prize.
32. It is the responsibility of each winner to comply with the Promoter's instructions.
33. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
34. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
35. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED PRIZES

36. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or notified or does not claim their Prize within three (3) months of the Prize Draw, the Promoter may at their discretion conduct an unclaimed prize draw on the day which is three (3) months from the Prize Draw.
37. Each winner of the unclaimed prize draw will be determined and notified in accordance with Parts F and G of this document.

PART I - NO LIABILITY

38. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
39. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
40. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
41. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
 - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
 - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
 - (c) the use of Facebook is subject to Facebook's terms and conditions.

The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

42. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
- (a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and
 - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.
 - (c) the use of Instagram is subject to Instagram's terms and conditions.

The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

43. The Competition is in no way sponsored, endorsed, administered by or associated with any social media or digital platform. The Participant irrevocably releases any social media platforms from any liability arising out of or in connection with this Competition.

PART J - TERMINATION OF COMPETITION

44. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.
45. The Promoter may cancel the Promotion and not award the Free Gift(s)/Prize where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Free Gift(s)/Prize. Should the Promoter cancel the Promotion the Promoter will:
- a advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at www.canelandcentral.com.au;
 - b promptly destroy all entries received; and
 - c not use the personal information that any Participant has provided on the entry form.

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