**RICHMOND MARKETPLACE**

**HALLOWEEN SHOP AND PLAY**

**TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Halloween Shop and Play” Promotion (the “Promotion”) is deemed as acceptance of these Terms and Conditions. All times stipulated in these terms and conditions refer to NSW local time.
2. The Promoter is CBRE (ABN 64 003 205 552) of Level 21, 363 George Street, Sydney NSW 2000, telephone (02) 9333 3333 (“CBRE”), in its capacity as the managing agent of Richmond Marketplace for ISPT Pty Ltd (ABN 28 064 041 283), 78 March Street, Richmond NSW 2753, telephone: (02) 4588 6722.

ELIGIBILITY

1. Subject to Condition 4, the Promotion is only open to NSW residents aged 18 years or over.

1. The following persons are ineligible to enter the Promotion:

(a) employees of the Promoter or any of the tenants or retailers in Richmond Marketplace or any of the Promoter’s agencies that are associated with the Promotion;

(b) the 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 of an excluded employee; and

(c) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

1. This Promotion commences at 9.00am on Saturday 26 October 2024 and closes at 7.00pm on Thursday 31 October 2024 or until all six hundred and forty one (641) instant prizes have been exhausted, whichever is first (“Promotion Period”).
2. A participating retailer is any Richmond Marketplace specialty retailer in NSW (“Participating Retailer”) as listed in the Schedule.

ENTERING THE PROMOTION

1. To enter the Promotion, entrants must, during the Promotional Period:
	1. Spend $30 or more in a single transaction at any Participating Retailer (“Qualifying Transaction”).
	2. In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant’s responsibility to request one.
	3. After completing a Qualifying Transaction, entrants must visit the Richmond Marketplace Plinko Game activation Desk (located near Blooms The Chemist) during the Promotion Period, present their Qualifying Transaction receipt to the Promoter’s staff and have their full name, email address and transaction details recorded. Once the entrant’s details have been recorded, the entrant will then receive one (1) turn on the Plinko Game board, for the chance to win an instant prize. To play entrants will choose a number between one (1) and nine (9) and the Plinko Game disk will be inserted into the same number on the Plinko Game board. Once the game disk is inserted into the game board, the disk then travels randomly to the bottom of the game board and whichever number slot the disk lands on, then the corresponding instant prize will be awarded to the entrant.
	4. The Plinko Game Activation Desk will be open from 10.00am to 2.00pm from Saturday 26 October to Wednesday 30 October 2024 and from 3.00pm to 7.00pm on Thursday 31 October 2024.
	5. Participation in the Plinko Game is on a first-in, first-served basis.
	6. Every entrant to play the Plinko Game will receive an instant prize.
	7. Every entrant to play the Plinko Game will also be eligible to enter the Prize Draw, by scanning the QR code on the promotion poster located at the Activation Desk, following the prompts to the promotional entry page, inputting the requested details (including their first name, last name, email address, mobile number and Qualifying Transaction amount),and submiting the fully completed entry form during the Promotional Period.
2. There is a limit of one (1) entry per person per day.
3. The Promotion is not available in conjunction with any other promotion or offer of the Promoter or any of its related body corporates.
4. Incomplete or indecipherable entries will be deemed invalid.
5. Entry into the Promotion is based on a minimum required spend.
6. Entrants must retain their original purchase receipt/s used to enter, for all entries, as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
7. Sales receipts for retailer purchases excluded from this promotion include corporate purchases, bill payments, pharmacy scripts and scheduled medicines, liquor, liquor products, tobacco products, expenditure on gambling including but not limited to lotteries and instant scratch tickets and lay-by payments, except where the amount paid completed the transaction.
8. The issue of instant prizes will cease at 7.00pm on Thursday 31 October 2024, or once all six hundred and forty one (641) prizes have been allocated.

INSTANT PRIZES

1. There are six hundred and forty one (641) instant prizes to be awarded in this Promotion as follows:
	* 1. Plinko game slots 1 to 3 will receive a Bamboo Travel Cup valued at $8.98. There will be 133 prizes available.
		2. Plinko game slots 4 to 6 will receive a Travel Cutlery Set valued at $6.95. There will be 133 prizes available.
		3. Plinko game slot 7 will receive a $10 Richmond Marketplace Food Voucher. There will be 125 prizes available.
		4. Plinko game slot 8 will receive a $20 Richmond Marketplace digital gift card. There will be 125 prizes available.
		5. Plinko game slot 9 will receive a $25 Richmond Marketplace digital gift card. There will be 125 prizes available.

The $20 and $25 Richmond Marketplace digital gift cards will be sent to the winner’s mobile phone number via SMS within 24 hours of winning. Vault Gift Card terms and conditions apply.

 (each an “instant prizes”)

PRIZE DRAW

1. All valid entries received from entrants that submit an entry via the QR Code will be entered into the prize draw (“Prize Draw”). The Prize Draw will take place at the office of Compco Retail Marketing Pty Ltd, 1100 Grassy Gully Road, Buangla, NSW, 2541 at 10:30am local time on Friday 1 November 2024. The Promoter reserves the right to draw additional reserve entries and record them in order in case of an invalid or ineligible entry. The first valid entry drawn in the Prize Draw will win a $1,000.00 Richmond Marketplace digital gift card (“the Prize”), valid for redemption at Woolworths Richmond Marketplace only. Vault Gift Card terms and conditions apply. Winner will be notified by telephone and in writing within seven (7) days of the Prize Draw. Prize must be claimed within six (6) weeks of the Prize Draw or the prize will be forfeited.
2. The winner of the Prize Draw is responsible for liaising with Richmond Marketplace Centre Management Office to arrange redemption of the Prize. Richmond Marketplace Centre Management Office is located at Richmond Marketplace, 78 March Street, Richmond, NSW, 2753, Phone (02) 4588 6722 and the office is open from 9.00am to 5.00pm Mondays to Fridays.
3. Winner of the Prize must present photo identification and a copy of their Qualifying Transaction receipt, for verification purposes and to claim the Prize.
4. A draw for the Prize, if unclaimed, may take place on Friday 13 December 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and by email within seven (7) days of the unclaimed prize draw.

GENERAL

1. The value of the total prize pool is $9,993.69.
2. Any ancillary costs associated with redeeming a digital gift card are not included. Any unused balance of a digital gift card will not be awarded as cash. Redemption of a digital gift card is subject to any terms and conditions of the issuer including those specified with the digital gift card**.**
3. 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.
4. Redemption of the prizes for any goods or services are subject to the standard terms and conditions of the relevant providers. If, for any reason, a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited.
5. If a prize is unavailable due to unforeseen or other special circumstances, the Promoter in its reasonable discretion reserves the right to substitute the prize with a similar prize of equal or greater value, subject to any written directions from a regulatory authority.
6. Printing errors or other quality assurance matters outside the control of an entrant will not be used as the sole basis for refusing to award a prize. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
7. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
8. Entrants consent to the Promoter using the entrant’s name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breaches any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. 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 reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
11. The Promoter’s decision is final, and no correspondence will be entered into.
12. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
13. Any prize that is not supplied by the Promoter (or its related companies) in the ordinary course of its business is, for the purposes of the Promotion, supplied to prize winners by the first party that directly supplies the goods or services. By entering the Promotion, each entrant acknowledges that: (a) the Promoter, its agents and contractors have no liability to prize winners in respect of any loss, damage, cost, inconvenience or other disadvantage that may be suffered as a result of any defective or otherwise unsatisfactory goods or services supplied by a third party to a prize winner, or the failure to supply those goods or services to a prize winner; (b) it will not bring any claim against the Promoter, its agents or contractors in this respect.
14. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CBRE (including their respective officers, employees, and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way out of the Promotion.
15. Except any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CBRE (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

1. By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: automatically signing up to the Participating Shopping Centre’s database, administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter’s Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does, it will tell you why. An access fee may be charged to cover the Promoter’s costs of providing the information. The Promoter cannot guarantee the security of personal information provided. All personal information supplied will be securely held at all times in accordance with the Promoter’s privacy policy which can be viewed here: <https://ispt.com.au/privacy-policy>

**Item 3 – Participating Richmond Marketplace Specialty Stores**

Angus & Coote

Barber Industries

Blooms The Chemist

Blush Nails and Beauty

Carati Jewellers

City Cave

Connor

Cotton On

Christiane’s Hair Design

Dusk

EB Games

Fixed4You Phone Repairs

Flight Centre

Freechoice Tobacconist

Helloworld

Jay Jays

Just Cuts

Just Jeans

Katies

Lowes

Mister Minit

Noni B

Oz Mobile

Optus

ProfessioNail

Prouds The Jewellers

Richmond Marketplace Newsagency

Specsavers

Spendless Shoes

Star Carwash

Strandbags

Sunnylife Massage

Telstra

The Reject Shop