

Skygate - Win the ultimate Christmas hamper Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Skygate - Win the ultimate Christmas hamper
Promoter:	Brisbane Airport Corporation Pty Limited ABN 54 076 870 650, 11 The Circuit, Brisbane Airport, Brisbane, QLD 4008, Australia. Ph: 07 3406 3300
Promotional Period:	Start date: 20/11/17 at 09:00 am AEST End date: 20/12/17 at 05:00 pm AEST
Eligible entrants:	Entry is only open to QLD residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete any of the following entry methods during the Promotional Period: a) Manual Entry Form (at Skygate): complete the entry form for the Promotion (available from select locations within Skygate shopping centre Brisbane) with their personal details (first name, last name email address and postcode), and then submit it in one of the entry boxes located near Woolworths or Chi Link in Skygate Centre; or b) Online Entry: visit the Subscribe page of the Skygate website at http://skygate.com.au/info/subscribe and fully complete and submit the subscription form as prompted with all requested details; or c) Online Entry: click the Facebook sponsored ad (Lead Ad) and follow the prompts to fully complete and submit the online entry form with their personal details (first name, last name, email address and postcode).
Entries permitted:	Limit one (1) online entry form submission permitted per person. However, multiple printed entry form submissions are permitted per person. The entrant is eligible to win a maximum of one (1) prize. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	AUD \$2,616

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The Major Prize is an Ultimate Christmas Hamper from Skygate which consists of the following: <ul style="list-style-type: none"> • \$60.00 gift from Anton & Blair Hair Salon; • \$50.00 gift from Bargain Mania; • a \$40.00 voucher for Beauty Stop, Skygate; • a \$50.00 voucher redeemable at Burrito Bar, Skygate Dining; • a \$35.00 gift card redeemable at Chi Link Acupuncture and Massage, Skygate; • \$50.00 gift from Direct Chemist Outlet; • Jetts - 6 month gym membership for the winner only at Jetts, Skygate redeemable within 6 months from date of Jett gym registration. Valued at \$336.00; • 2 x gift packs from Mobile Central valued at \$120.00 each; • Accommodation for the winner and 1 friend at Novotel Brisbane Airport redeemable within 6 months after 20/12/17. Valued at \$330.00; • \$75.00 gift pack from The Coffee Club, Skygate; • a \$100.00 voucher redeemable at Transit Tavern, Skygate; • a \$50.00 voucher redeemable at Zambeekas, Skygate Dining; and • \$700.00 in Skygate gift cards (1 x \$500.00 & 1 x \$200.00) 	1	AUD\$2,116.00	Draw: computerised random selection - 21/12/17 at 11:00 am AEST
Runner Up Prize: The Runner-Up Prize is a \$100.00 Skygate gift card	5	AUD\$100.00	Draw: computerised random selection -

			21/12/17 at 11:00 am AEST
Prize Conditions:	<p>No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.</p> <p>Any ancillary costs associated with redeeming the voucher/gift card are not included. Any unused balance of the voucher/gift card will not be awarded as cash. Redemption of the voucher/gift card is subject to any terms and conditions of the issuer including those specified on the voucher/gift card.</p> <p>Exact gift provided, where a gift is specified in the prize description, will be determined by the Promoter in its absolute discretion.</p>		
Winner notification:	The winners will be contacted by email within one (1) day of the draw.		
Unclaimed Prizes:	Prizes must be claimed by 22/01/18 at 11:00 am AEST. In the event of an unclaimed prize, the prize will be redrawn on 23/01/18 at 11:00 am AEST at Brisbane Airport Corporation, 11 The Circuit, Brisbane Airport, Brisbane QLD 4008, Australia. The winner/s of the redraw will be notified by email within one (1) day of the redraw.		

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Draw:
 - a. The draw will take place at Brisbane Airport Corporation, 11 The Circuit, Brisbane Airport, Brisbane QLD 4008, Australia at 11:00 am AEST on 21/12/17 using computerised random selection.
 - i. The first valid entry drawn will win the Major Prize.
 - ii. The next five (5) valid entries drawn will each win the Runner-Up Prize.
 - iii. Exact details of each prize are specified in the Schedule above.
 - b. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

11. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. Entrants' personal information will be collected by the Promoter and Skygate. Personal information will be stored on the Promoter's and Skygate's databases. Skygate and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.bne.com.au/privacy-policy>. Skygate's privacy policy can be found at skygate.com.au/info/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion

or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

20. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.