

**PandaUnion Terms & Conditions ("Conditions of Entry")**

Schedule			
<b>Promotion:</b>	PandaUnion		
<b>Promoter:</b>	Union Road Traders Association ABN 66102520034 PO Box 40 Ascot Vale Vic 3032		
<b>Promotional Period:</b>	<b>Start date:</b> 13/05/20 at 09:00 am AEST <b>End date:</b> 29/05/20 at 05:00 pm AEST		
<b>Eligible entrants:</b>	Entry is only open to VIC residents who are 18 years and over.		
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following entry options during the Promotional Period: A) Make a purchase \$15 or over and receive a PandaUnion Stencil kit B) Create a chalk drawing incorporating our Panda and uploading to Instagram with the #unionroad <b>By entering, entrants subscribe to receipt of marketing from the Union Road Traders Association.</b>		
<b>Entries permitted:</b>	Limit one (1) entry permitted per person.		
<b>Total Prize Pool:</b>	AUD \$500.00		
Prize Description	Number of this prize	Value (per prize)	Winning Method
The prizes are: Option 1) Union Road Vouchers Option 2) Union Road Vouchers Option 3) Union Road Vouchers	2 4 4	AUD\$100.00 AUD\$50.00 AUD\$25.00	Draw:- 01/06/20 at 3:15 pm AEST Draw:- 01/06/20 at 3:15 pm AEST Draw:- 01/06/20 at 3:15 pm AEST
<b>Prize Conditions:</b>	<ul style="list-style-type: none"> <li>This prize is for or relates to PandaUnion (the "Event"). If the winner is unwilling or unable to pick up the voucher or provide a mailing address by Friday 5<sup>th</sup> June, they forfeit the prize and the Promoter is not obliged to substitute the prize.</li> <li>The prize must be collected on presentation of photographic identification from Espresso 155 at 155 Union Road Ascot Vale Victoria between the hours of 8am until 2:30pm during the period from 01/06/20 to 5/06/20 or provide a mailing address to accept the voucher.</li> </ul>		
<b>Winner notification:</b>	The winners will be contacted via Facebook within one (1) day of the draw. The winners will be published on Union Road Traders Facebook account 02/06/20.		

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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).
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 online.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Draw:
  - a) The draw will take place at Espresso 155, 155 Union Road Ascot Vale Victoria, Australia at 3:15 pm AEST on 01/06/20.
    - i) The first two (2) valid entries drawn will each win the prize specified as Option 1 in the Schedule above.
    - j) The first four (4) valid entries drawn will each win the prize specified as Option 2 in the Schedule above.
    - k) The first four (4) valid entries drawn will each win the prize specified as Option 3 in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request, subject to government restrictions due to COVID-19 and social distancing laws. The winner of a drawn prize is determined by chance.
5. All reasonable attempts will be made to contact each winner.
6. 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, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. The entrant releases Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date. Vouchers are redeemable only at participating traders in the Union Road precinct.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. Each 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.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. 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 [www.gpt.com.au/privacy-policy](http://www.gpt.com.au/privacy-policy). 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

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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.

14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and Suburb or postcode of residence, or social media identifier .
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 or 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. 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.
18. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. 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 their associated members, agencies, related companies, officers, employees and contractors 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 and Shopping Precinct may use any such marketing and editorial material without further reference or compensation to them.
21. 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.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.