

WOW Wallsend Town Business Associations  
“ 2023 Wallsend Giveaway Promotion “

The Wallsend Giveaway Promotion commences at 9:00am AEST on Thursday 1<sup>st</sup> June 2023 and concludes at 5:00pm AEST on Friday, 30th June 2023 (Promotion Period). The Promoter is Wallsend Town Business Association (ABN 87 421 344 002) of PO Box 363 Wallsend NSW 2287.

All participants will be subject to, and will need to adhere to, the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

### How to participate

To participate in the Promotion, customers must, during the Promotional Period:

1. Spend \$100 or more at any retailer and participating retailer in Wallsend (a maximum of three receipts can be combined to reach the minimum spend. Receipts must be from within the promotional period).
2. Scan the QR code for further information
3. Redeem their receipts (*totalling \$100 spent*) for a \$50 gift or voucher – whichever is selected from the barrel
4. Present your receipts between 12noon and 1pm on 16 + 30 June at the WOW Wallsend Redemption Desk, Centre Court Wallsend Village Wallsend.

### Details of Prizes and Prize values

#### Instant Prizes

100 x gifts or vouchers valued at \$5,000

Prize	Quantity	RRP each
Café Cino – voucher	10	\$50
Café Tempest – voucher	2	\$50
Christiane’s Hair Design – voucher	2	\$50
Divalinas – voucher	10	\$50
Farnham’s Butchery – voucher	10	\$50
Healthy Care Massage – voucher	2	\$50
Iona on Robert – voucher	10	\$50
Julie’s La Petite Hair Salon – product	10	\$50
Kingsmen Hair – voucher	2	\$50
Lemon Grove Hotel – voucher	10	\$50
New Rainbow Nails – voucher	2	\$50
Opulence Hair and Makeup – voucher	10	\$50
Samaritans – voucher	10	\$50
Sienna Rae Skin Spa - voucher	10	\$50

## **Conditions of Entry**

1. Minimum spend required of \$100 or more at any participating store.
2. A maximum of three receipts can be combined to reach the minimum spend. Receipts must be from within the promotional period.
3. Customers may enter more than once, but the minimum spend of \$100 or more at any participating store is required.
4. No grocery receipts will be accepted i.e. Woolworths, Coles etc.
5. Provision of prizes/gifts are whilst stocks last.

## **General Terms and Conditions**

4. All entrants must retain their receipt/s of purchase to be deemed eligible.
5. Entrants may enter the Promotion more than once subject to, and in accordance with, these terms and conditions.
6. Entries received after the Promotional Period will not be accepted as entry into the Promotion.
7. Participating retailers include all retailers currently open and trading at Wallsend.
8. Purchases from partial lay-bys, gift voucher/card purchases, postal services, prescription purchases, interest free purchase payments, eftpos and ATM receipts, purchase of tobacco, alcohol, fuel, TAB, lottery tickets, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, doctors, and phone bills) are ineligible to enter.
9. The Promotion is open to residents of Australia.
10. Entrants of all ages are eligible to enter and redeem prizes, however some prizes may require a parent or guardian's permission.
11. All winners must organise their own collection of prizes from Wallsend Village Redemption Desk, Centre Court on the listed date and time.
12. The Promoter reserves the right, at any time and in their sole discretion, to verify the validity of redemption and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process, or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The Prizes are not transferable, refundable, exchangeable, or redeemable for cash or kind and must be taken as offered and are subject to terms and conditions.
14. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to statutory requirements.
15. validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.
16. By entering the Promotion, each entrant consents to the disclosure of personal information they have submitted in entering the Promotion or in connection with claiming a Prize to Wallsend Town Business Association. Any personal information disclosed to can be added to and used for databases and future mail outs or emails of a promotional nature only.

17. All entries and any copyright subsisting in the entries become and remain the property of the Promoters.
18. The Promoter (including related entities) and its respective officers, employees, contractors, and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.
19. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
20. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoters.
21. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid, or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.
22. The Promoter reserves the right to cancel, terminate, modify, or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.
23. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the Prize.
24. This Promotion is not valid in conjunction with any other offer.
25. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted regarding all prize warranty claims.
26. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
27. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate,

modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.

28. Any attempt to cause malicious damage or interference with the Website or app, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages, and costs.
29. The use of any automated entry software or any mechanical, electronic, or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

**Further Information**

For further information regarding the terms and conditions, please contact WOW Wallsend Town Business Association PO Box 363 Wallsend 2287 or email [info@wallsendtown.com.au](mailto:info@wallsendtown.com.au).