

## Terms & Conditions

### TORQUAY VILLAGE CHRISTMAS GIVEAWAY

1. Information on how to enter and prizes form part of these Terms & Conditions. Participation in this Torquay Village Christmas Giveaway ("Competition") is deemed acceptance of these Terms & Conditions.
2. This competition is only available at Torquay Village, 41 Bristol Rd, Torquay 3228.

#### ELIGIBILITY

3. Subject to condition 4, this Promotion is open to all Torquay Village shoppers. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all Terms & Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
4. The following are ineligible: (i) employees of the Promoter or any of the Promoter's retailers or agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

#### PROMOTION PERIOD

5. This Competition is only open Australian Eastern Standard Time ("AEST"): 9.00am Monday 8 December 2025 to 11.59am Thursday 23<sup>rd</sup> December 2025 (the "Competition Period"). Prize draws will take place at 12 noon on Thursday 23<sup>rd</sup> December 2025 by Centre Management. Four winners will be chosen and winners will be drawn at random.

#### HOW TO ENTER

6. To enter this Promotion, eligible individuals must visit the Torquay Village website ([www.  
https://torquayvillage.com.au/](https://torquayvillage.com.au/)) and enter details as required.
7. By providing your email, you will be signed up to the Torquay Village mailing list.

#### LIMITS ON ENTRY

8. One entry per email is valid.
9. Entry must be made within the Competition Period; however, draw will be made from complete database.
10. Incomplete, indecipherable or illegible entries will be deemed invalid.

#### WINNER NOTIFICATION

11. There is a total of 4 winners to be announced. The winners will be selected via a random draw.
12. The winners will be notified via phone or email after the draw on Thursday 23<sup>rd</sup> December 2025 asking for an address to mail the gift card to. If the winner does not respond within 30 days of being notified/contacted, they will forfeit the prize.
13. The winners will be drawn at random and will receive the prize designated. Prizes cannot be transferred or exchanged for cash.

#### PRIZE

14. The total prize value is \$1000 which includes four x \$250 Torquay Village gift Cards.
15. There are 4 single prizes to be won. Total prize value at time of printing, **\$1000**.
16. The prize may be subject to further Terms & Conditions as stipulated by the Promoter.
17. Unused portions of the prize cannot be redeemed for cash.
18. 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.
19. If the prize is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion reserves the right to substitute the prize with a prize to equal value and/or specification, subject to any written directions from a regulatory authority.

## GENERAL

20. Prizes, or any unused portion of a prize, are not transferable or exchangeable, unless otherwise specified.
21. Emails collected for this giveaway will only be used to contact winners and send occasional Centre news and updates. We will never sell or share your details with any third party.
22. Entrants consent to the Promoter using the entrant's name, likeness, and all uploaded images regardless of if they are a winner or not 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. Entries submitted may be used on social media platforms including but not limited to Facebook, Twitter, Pinterest, Instagram and the Torquay Village website.
23. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
25. The Promoter's decision is final, and no correspondence will be entered into.
26. Any cost associated with accessing the promotional website, whether via a standard computer or mobile device 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.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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.
28. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australia's regulatory authorities. The Promoter may use the entrant's personal details for any marketing, promotional or publicity purposes that are related to this competition.
29. By accessing this competition, entrants agree to let the promoter use their full name on the competition application itself, social media networks, website and anywhere else deemed appropriate by the promoter.
30. The Promoter is MA Financial, on behalf of the shopping centre named Torquay Village, 41 Bristol Rd, Torquay 3228. ("The Promoter")