

**“Give the Gift of Games this Christmas” promotion
Terms and Conditions of Entry**

These terms and conditions (“Terms”) apply to the “Give the Gift of Games this Christmas” promotion (“Promotion”).

1. Promoter

- (a) The Promoter is Village Roadshow Leisure Pty Ltd trading as Intensity (ABN 63 061 400 824) of Level 1, 500 Chapel Street, South Yarra Victoria 3141 (“the Promoter”).
- (b) The Promoter’s decision in relation to any aspect of the offer is final and binding on every participant. No correspondence will be entered into.

2. Who may enter

- (a) Only persons who are residents of Victoria, Tasmania, South Australia, New South Wales, and Queensland may enter and be awarded prizes in the Promotion (“Eligible Entrants”).
- (b) Employees of the Promoter or its related bodies corporate or advertising agencies, or the immediate family of such employees are not Eligible Entrants and are prohibited from entering the Promotion. “Immediate family” means spouse, parent, child or sibling, whether or not they live in the same household as the employee.
- (c) Persons under 18 years of age must obtain their parent’s or guardian’s consent to enter the Promotion and the parent or guardian must agree to these Terms.

3. Conditions of Entry

By entering the Promotion, Eligible Entrants agree to be bound by these Terms.

4. How to Enter

- (a) One (1) plush toy or one (1) confectionery show bag (“Gift”) will be gifted to each individual Eligible Entrant who purchases one (1) \$20 Intensity Gift Card at a Participating Store in accordance with clause 4(b) (“Eligible Purchase”). The offer will be displayed at the following Intensity sites during the duration of the Promotion: **Albury, Epping, Erina Fair, Glendale, Hobart, Marion, Morayfield, Sunshine** (“Participating Stores”).
- (b) To participate in the Promotion, the Eligible Purchase must be processed by a staff member of the Promoter.
- (c) Eligible Entrants can purchase an unlimited number of Intensity Gift Cards at Participating Stores during the duration of the Promotion.

5. Duration

The Promotion commences **Thursday 2nd November 2017** and closes **Wednesday 27th December 2017**.

6. Gifts

The Gift in this Promotion is either one (1) plush toy or one (1) confectionery show bag. Each Gift is valued at \$10 RRP (including GST).

7. Gift Conditions:

- (a) All Gifts must be taken as offered and cannot be varied.
- (b) Costs associated with accessing or collecting a Gift remains the responsibility of the Eligible Entrant.
- (c) Gifts are subject to availability.
- (d) If a Gift is unavailable, the Promoter reserves the right to substitute a gift of equal or greater value subject to applicable laws.

8. Promotional Activity Consent

By entering this Promotion, each Eligible Entrant consents to the Promoter using their name and image for publicity purposes in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome).

9. Privacy

- (a) All Personal Information provided by Eligible Entrants will be used by the Promoter for the sole purposes of administering this Promotion.

- (b) The Promoter may disclose an Eligible Entrants' Personal Information to its related bodies corporate, contractors and agents and as required by the Privacy Act 1988.
- (c) Entrants may view the Promoters privacy policy by visiting <http://www.intencity.com.au/Footer/Privacy-Policy.htm>.
- (d) "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth) (as amended) information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

10. *Opting in to further electronic communications*

By entering this Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with direct marketing materials, including information on special offers or to advise the entrant of the Promoter's other programs, products, services, events or activities that the Promoter believes the entrant may be interested in, via any medium including commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By registering in the Promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in these Terms.

11. *Conduct of Promotion*

- (a) The Promoter reserves the right in its absolute discretion to cancel, terminate, modify or suspend the Promotion.
- (b) The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or has engaged in conduct to jeopardise the fair and proper conduct of the Promotion.

12. *Limitation of liability*

- (a) The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods offered as Gifts. The Promoter, the Promoter's related bodies corporate and all agencies associated with the Promotion and the employees, agents, directors and contractors, of all entities referred to in this clause shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a Gift, to the maximum extent permitted by Australian law.
- (b) This clause 11 does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Gift supplied again.