

COMPETITION

School Tree Decorating – Christmas 2024

Terms and Conditions

1. The Promoter is Lend Lease Property Management Australia Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is 4365 8200.
2. School Christmas Tree Decorating at Erina Fair 2023 will be running from 9am Monday 25 November until 2:00pm Monday 23 December. Winners announced on the same day.
3. There will be QR codes for to vote for your favourite tree located at the site of trees in the Kmart Mall near The Base Warehouse.
4. The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on www.erinafair.com.au. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
5. All customers of all ages are welcome to vote, voting must be done via the QR code in centre or through erinafair.com.au. Customers may only vote once per day per email. It does not cost customers to vote.
6. The Schools that are taking part are: Brisbania Public School, Chertsey Public School, Our Lady Star of the Sea Terrigal, Our Lady of the Rosary Wyoming, Ettalong Public School, Coast Christian School, Lisarow Public School, Kincumber Public School, Valley View Public School, Wamberal Public School, Woodport Public School, Gosford Public School, Niagara Park Public School, Green Point Christian School, Ourimbah Public School
7. Along with a vote for their favourite School Tree, customers may also allocate a vote to one of three charities – Coast Shelter, WeCareConnect or Ronald McDonald Family Room to receive a donation from Erina Fair. Each charity will receive \$1.00 per vote (up to \$500.00 per charity).
8. Customers voting must agree to have their email be added to our email subscriber base.
9. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Promotion
10. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

11. As a condition of accepting a Free Gift, the winner (or the winner's parent or guardian), and any other person(s) sharing the Free Gift with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a gift to the extent the Free Gift is or includes a recreational service or activity.
12. The Promoter may cancel the Promotion and not award the Free Gift(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Free Gift(s). Should the Promoter cancel the Promotion the Promoter will:
 1. advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at on www.erinafair.com.au
 2. promptly destroy all entries received; and
 3. not use the personal information that any Participant has provided on the entry form.
13. All gifts are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any gift with a gift of equal or greater value (including where the gift is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their gift and/or any element of the gift as stated.
14. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
15. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Promotion