

Mulpha Sanctuary Cove Pty Ltd

Competition Terms & Conditions

1. Instructions, prizes and information on how to enter form part of these conditions of entry. By entering, entrants accept these conditions of entry.
2. The Promoter is Mulpha Sanctuary Cove Marine Village Pty Ltd ACN 098 660 372, address is Jabiru House, Masthead Way, Sanctuary Cove, Queensland, Australia 4212.
3. The Promotional Period begins at 9:00 AEST on Thursday 4 March 2021 and concludes at 15:00 AEST on Tuesday 4 May 2021.
4. Entries are open to all Queensland and New South Wales residents over 18 years of age. Entry must be by an individual, not a company or other organization. Directors, management and employees of the Promoter and any agencies, firms and/or companies associated with the Competition (including suppliers of the prizes) and their immediate families are not eligible to enter.
5. For an entry to be valid, you must complete these required fields – your first and last name, email address, suburb, store name, dollar (\$) amount spent, receipt number and accept the terms and conditions. If you do not supply all the Mandatory Information, your entry will be deemed invalid.
6. There will be one winner announced during the promotional period (1 on Wednesday 5 May 2021).
7. The total prize value for the campaign is \$1,008. The prize is not transferable or exchangeable and cannot be taken as cash. The winner must be aged 18 years or over. The Promoter reserves the right to change the prize to one of the same or equal value at any time if the prize becomes unavailable. The prize must be used within the validity period as specified by the prize contributor.
8. The prize will be drawn on Wednesday 5 May 2021 at 12 noon at Jabiru House. The winner will be determined by random draw.
9. The prize winner will be contacted by phone and/or email and will also be announced on The Marine Village Sanctuary Cove Facebook & Instagram page. If the winner cannot be reached by the 12th of May 2021, the entry will be deemed invalid and the Promoter reserves the right to award the prize to the next valid entry determined by random draw.
10. In the event that the winner is unable to be contacted, and all methods of communication are unsuccessful, unclaimed prizes will be dealt with as prescribed by the law of QLD. The prize remains the property of the Promoter until claimed by the winner. The Promoter may conduct such further draws as are necessary in order to distribute any unclaimed prizes.
11. Redemption of the prize is through liaison with a representative from Mulpha Sanctuary Cove and must be used by the expiry date on the back of the gift card.
12. The Promoter reserves the right to verify the validity of entries and the identification of entrants. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry.

13. The Promoter shall 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 suffered or sustained relating to the prizes except for any liability which cannot be excluded by law.
14. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading of any materials in this promotion.
15. If for any reason this promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter 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 disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion.
16. All entries will be the property of the Promoter. Any personal information collected will be used by the Promoter for the purpose of conducting this promotion. Personal information may be disclosed to contractors and agents assisting with this promotion or to communicate with entrants.
17. As part of your entry to this Competition, you agree to your personal information being collected by the Promoter and used in accordance with the Privacy Act 1988 and the Promoter's Privacy Policy. Entrants are able to obtain a copy of the Promoter's privacy policy by contacting the Promoter.
18. The Promoter may use the details it collects from you, including any email address you give to us, in relation to your participation in the Competition, for your entry into the Competition, any promotional and publicity purposes and to send you information and direct marketing communications about our products, services, even, offers and any other activities (including third party products, services, offers and events) which we consider may be of interest to you.
19. The Promoter may disclose the information provided under this form to third parties that are related to or affiliated with the Competition, such as the providers of prizes.

Gift Cards Terms & Conditions of Use

These Gift Card Terms and Conditions of Use apply to use of the Sanctuary Cove Marine Village Gift Card ("Gift Card") which has been issued by Mulpha Sanctuary Cove Marine Village Pty Ltd ACN 098 660 372 ("Sanctuary Cove Marine Village"):

1. Sanctuary Cove Marine Village reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required:
 - a. to comply with all relevant laws, acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements and directions of any relevant Commonwealth, State or Local Government Departments, bodies and public authorities, in force from time to time;
 - b. for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or

- c. where Sanctuary Cove Marine Village, acting reasonably, considers that it will not cause detriment to the customer.
2. These Gift Card Terms and Conditions of Use are available on the Sanctuary Cove Marine Village website.
3. This Gift Card is valid for 3 years from the Issue Date. The Issue Date can be found on the back of the Gift Card. The Expiry Date is 3 years from the Issue Date. The Gift Card will be void and may not be redeemed after the Expiry Date.
4. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.
5. If you have any reason to believe that an unauthorised or mistaken transaction has occurred in relation to your Gift Card please call 07 5577 6500.
6. Purchase and or use of this Gift Card constitutes your acceptance of these Gift Card Terms and Conditions of Use.
7. Sanctuary Cove Marine Village may, in its discretion, refuse to sell Gift Cards to any person, at any time, for any reason.
8. Customers should treat this Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases.
9. Reissue of Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged. If you believe that your card is faulty or damaged, please call 07 5577 6500. In the event that a Gift Card is reissued, the reissued Gift Card will be credited with the funds remaining and will adopt the Expiry Date of the original Gift Card based upon the date of purchase of the original Gift Card.
10. This Gift Card is redeemable for merchandise or services at participating stores at Sanctuary Cove Marine Village ("Participating Stores"). Participating Stores are those stores in Sanctuary Cove Marine Village who agree from time to time to accept Marine Village Gift Cards. Participating Stores change from time to time and you acknowledge that this Gift Card is fit for your purposes. The list of current Participating Stores is available at:
<https://sanctuarycove.com/marine-village/gift-cards>
11. Gift Cards can be credited at the time of purchase with any amount between \$25.00 and \$250