

Formal Fever Competition 2010

Castle Towers

Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. An Eligible Person may enter the Competition only once during the Competition Period.
3. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry.
4. To be valid, an Eligible Entry must:
 - (a) be fully completed on an official entry Application Form supplied by the Centre;
 - (b) contain the Eligible Person's full name, address, email address and/or telephone number, age, school, year at school, Student ID number, date of school formal and full colour sketch of the Participant's original design of a formal dress/gown ("Design");
 - (c) be signed by the Eligible Person;
 - (d) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and
 - (e) either:
 - (i) be placed in the entry box at the Customer Service Desk on Upper Level of the Centre provided by the Promoter;
 - (ii) received by post at Castle Towers Centre Management, Level 4, Castle Street, Castle Hill NSW 2154; or
 - (iii) be scanned as a high-resolution JPEG or PDF file and submitted online at www.formalfever.com.au, during the Competition Period.

Eligibility

5. The Competition is only open to Eligible Persons.
6. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries may be deemed invalid in the Promoter's discretion. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Each Eligible Entry by an Eligible Person will be entered into the Competition.

The Finalists

8. There will be 20 Finals Places and 20 Eligible Persons selected for a Finals Place (each a "Finalist").
9. Representatives of the Promoter and representatives of Designer Forum will select the Finalists for Eligible Entries (in their absolute discretion) on Thursday 29 July 2010 and Friday 30 July 2010, based on based on their opinion of the originality, creativity, innovation and skill of the Participant's Design as well as the Participant's remarks about themselves and the inspiration behind their Design as completed on the Application Form.
10. The Finalists do not have to be present at the time or place of selecting the Finalists.
11. The Promoter will use reasonable efforts to notify the Finalists by telephone on Friday 30 July 2010 and invite them to the Main Prize Winner announcement on Tuesday 3 August 2010 hosted by Alex Perry at Design Forum, Upper Level, Castle Towers.
12. If despite reasonable efforts the Promoter is unable to contact a Finalist within 48 hours, another Finalist will be selected and any subsequent Finalist will be notified in accordance with these Terms and Conditions.
13. The Promoter's decision as to the Finalists is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.

The Main Prize and People's Choice Prize

14. There will be 1 Main Prize and one Main Prize.
15. There will be 1 People's Choice Prize and one People's Choice.
16. The Main Prize and the People's Choice Prize are neither transferable, refundable or exchangeable and cannot be taken as cash.
17. The Main Prize and the People's Choice Prize are subject to the terms and conditions of third party providers relating to the use of the Main Prize and the People's Choice Prize (including validity period), which can be obtained directly from those third parties as follows:
 - (a) People's Choice Prize –
 - (i) in respect of the Designer Forum Styling package – from Designer Forum, located in the Centre including that the package must be claimed before 5.00 pm (EST) on 30 September 2010; and
 - (ii) in respect of Peep Toes Gift Voucher – from Peep Toes Shoes, located in the Centre.

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- (b) Main Prize –
- (i) in respect of the Alex Perry Gown – from Alex Perry, including that the Designer Forum store located at the Centre will contact the Main Prize Winner by phone to organize a time that suits both parties when the gown can be chosen and the Main Prize Winner must visit Designer Forum store at Castle Towers, Upper Level before 30 November 2010 to choose their Alex Perry gown;
 - (ii) in respect of the 1 week work experience at Alex Perry – from Alex Perry, including that a representative of Alex Perry will liaise directly with the Main Prize Winner to organise the 35 hours of work experience placement which may be taken in a one week block or one day a week over a series of weeks. This arrangement is to be negotiated between Alex Perry and the Main Prize Winner;
 - (iii) in respect of the 1 hour mentor session with Alex Perry – from Alex Perry, including that the time and place of the one hour mentor session with Alex Perry is to be negotiated between Alex Perry and the Main Prize Winner;
 - (iv) in respect of the Designer Forum Styling package – from Designer Forum in the Centre, including that the package may be claimed at Designer Forum by 5.00 pm (EST) on 30 September 2010; and
 - (v) in respect of the NP Set Essentials Pack – from Napoleon Perdis Cosmetics in the Centre, including that the NP Set Essentials Pack must be redeemed from Castle Towers Centre Management on Upper Level before 5.00pm (EST) on 30 September 2010.
18. Any dispute in relation to the third party terms and conditions referred to in Clause 17 must be directed to those third parties and the Promoter has no responsibility for resolving such disputes.
 19. Alex Perry will decide the best Eligible Entry from the Finalists as the Main Prize Winner and 5 People's Choice Places from the Finalists and the decisions will be announced at Designer Forum, Castle Towers on Tuesday 3 August 2010.
 20. Alex Perry will decide the Main Prize Winner and the five People's Choice Places from the Finalists based on his opinion of the originality, creativity, innovation and skill of the Finalist's Design as well as the Finalist's remarks about themselves and the inspiration behind their Design as completed on the Application Form.
 21. The Designs of the 5 Finalists selected for a People's Choice Place will be posted online at www.facebook.com.au/CastleTowers on Wednesday 4 August 2010.
 22. The People's Choice Winner will be the Participant who receives the highest amount of votes online at www.facebook.com.au/CastleTowers during the People's Choice Voting Period.
 23. The People's Choice Winner will be announced on the Castle Towers facebook page on Tuesday 31 August 2010.
 24. The Promoter will use reasonable efforts to notify the Main Prize Winner by telephone or otherwise on Wednesday 4 August 2010 and the People's Choice Winner on Wednesday 1 September 2010.
 25. If despite reasonable efforts the Promoter is unable to locate or contact the Main Prize Winner and/or the People's Choice Winner within 1 week after both winners are decided, another Main Prize Winner and/or another People's Choice Winner will be chosen and any subsequent winner will be notified in accordance with these Terms and Conditions.
 26. The decision as to the Main Prize Winner and the People's Choice Winner is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.

Other General Terms

27. Images used in the promotion of the Competition are for illustrative purposes only and do not depict the actual Prizes.
28. The Design submitted by a Participant must be an original design of the Participant entering the Competition.
29. A Participant claiming to be a Finalist, the Main Prize Winner or the People's Choice Winner will be required to provide proof of their identity.
30. By entering into this Competition, each Participant consents to the Centre using their Design for an unlimited period and without remuneration for marketing, promotional and publicity use, and acknowledges that their Designs may be placed on display for public viewing at the Centre.
31. The Main Prize Winner agrees to provide photographs of themselves at their school formal for marketing, promotional and publicity use or any press releases if requested by the Promoter and acknowledges the photographs may be published by the Promoter (including online by the Centre).
32. All Application Forms (including any accompanying Design) shall become the property of the Promoter once submitted, and will not be returned to the Participant.
33. Participants are required to make copies of their Design should they wish to record their Design prior to entering the Competition.
34. The Main Prize Winner and the People's Choice Winner agree to provide information and photographs of themselves for marketing and publicity use if requested by the Promoter.
35. The Promoter Entities accept no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the Main Prize, the People's Choice Prize or the conduct of the Competition.
36. The Main Prize Winner, the People's Choice Winner and the Finalists indemnify and shall keep indemnified, the Promoter Entities against all claims, losses, damages, costs and expenses reasonably or lawfully made, suffered or incurred by the Promoter Entities arising out of the conduct of this Competition or any copyright infringements by the Participant's Design.

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37. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:
- (a) disqualify any Participant; and/or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition as appropriate.

Privacy

38. Under the Privacy Act 1998 (Cth), the Promoter must tell Participants when it collects personal information about them and how it plans to use it. If a Participant chooses to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number, age, email address, school, year at school, date of school formal and student ID Number.
39. The Promoter will collect and use the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition; and
 - (b) if the Participant has accepted to receive future promotional communications from the Promoter, carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about the competitions or promotional events (whether or not undertaken by or about the Promoter or any other person or organisation) and supplying the information to contractors which assist the Promoter to do this (with the exception of the student ID number).
40. By entering the Competition a Participant consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
41. If a Participant would prefer that the Promoter does not use the Participant's details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on 02 8858 9700.
42. A Participant has the right to access most personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on 02 8858 9700 to ask for access to the Participant's information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
43. If a Participant considers that any information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on 02 8858 9700 and the Promoter will take reasonable steps to ensure that such information is corrected.
44. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.

Definitions

"Centre" means Castle Towers Shopping Centre, Castle Towers.

"Competition" means the opportunity for a Participant to be selected as a Finalist and the opportunity to be determined as the winner of the Main Prize or the People's Choice Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 9.00 am (EST) on Thursday 1 July 2010 to 5.00 pm (EST) on Wednesday 28 July 2010.

"Eligible Entry" means an entry which complies with the requirements in Clause 4.

"Eligible Person" means an individual who:

- (a) is a resident of Australia;
- (b) is a high school student in year 10, 11 or 12 in NSW, and who will be attending a school formal in 2010 after the conclusion of the Competition;
- (c) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (d) is not a Non Eligible Person; and
- (e) submits an Eligible Entry.

"Finalists" has the meaning in Clause 8.

"Finals Place" means one of twenty places for the opportunity to be selected as the Main Prize Winner and/or the People's Choice Winner.

"Main Prize" means:

- (i) an original Alex Perry gown of their choice to the value of \$1500;
- (ii) a 1 week work experience at Alex Perry;
- (iii) a one hour mentor session with Alex Perry;
- (iv) a Designer Forum styling package to the value of \$400; and
- (v) a NP Set Essentials Pack valued at \$277.

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“Main Prize Winner” means the Finalist determined to be the winner of the Main Prize in accordance with these Terms and Conditions.

“Non Eligible Person” means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors or the persons and entities in paragraph (a)-(c); and
- (e) any spouse, child, defacto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) -(d).

“Participant” means any person who participates in this Competition.

“People’s Choice Place” means one of five places for the opportunity to be selected as the People’s Choice Winner.

“People’s Choice Voting Period” means the period from 9.00 am on Wednesday 4 August 2010 to 9.00 am on Monday 30 August 2010.

“People’s Choice Prize” means:

- (i) a Designer Forum Styling package valued at \$400; and
- (ii) a Peep Toes Shoes Gift Voucher valued at \$500.

“People’s Choice Winner” means the Eligible Person determined to be the winner of the People’s Choice Prize in accordance with these Terms and Conditions.

“Promoter” means QIC Limited ACN 130 539 123 of Castle Street, Castle Hill in the State of NSW, as owner of the Centre.

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