

**TERMS AND CONDITIONS FOR  
NAIDOC WEEK 2022 COLOURING-IN COMPETITION**

1. Participation in this Promotion and information regarding redemption of any Gifts forms part of these terms and conditions. Participation In this **NAIDOC WEEK 2022 COLOURING-IN COMPETITION** (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local daylight savings time.
2. Subject to condition 3, this Promotion is only open to NSW residents under 12 years of age. Entrants must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
3. This Promotion commences at 9am on Thursday 23 June 2022 and ends at 5pm on Thursday 7 July 2022 (“Promotional Period”).
4. To enter, participants must during the Promotional Period:
  - (a) Collect a Naidoc Week colouring- in sheet from Miller Central Centre Management office, or download a copy from our website.
  - (b) Colour- in the “Get up, Stand, Show Up!” part of the entry
  - (c) Complete the entry details on the reverse side of the Colouring -in entry form
  - (d) Return your completed form to the Centre Management Office during business hours Monday to Thursdays only by Thursday 7 July 2022.
5. All entries received will be displayed in centre (front side only) until Sunday 17 July 2022.
6. At the conclusion of the Promotional Period, Dr Virginia Keft will judge the entries and determine the winner. Judge’s decision is final and no correspondence will be entered into.
7. The best colouring-in submission from each age group (under 6 years of age and 6-12 years of age) based on the following judging criteria: creativity; use of colours; skill and technique as selected by the judge will be deemed a winner.
8. The winner will be notified via phone using the details provided when entering the competition.
9. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 22.
10. Each winning entrant will win an assortment of arts and craft equipment up to the value of \$100. The prize is to be collected in person by the Parent/ Guardian of the winner from the Centre Management Office of Miller Central during business hours Monday to Thursday. Photo identification must be shown. If the winner is unable to collect their prize, they must make alternative arrangements at their own expense. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim the prize.
11. The Prize is subject to the standard terms and conditions of individual product and service providers. The prize must be redeemed at Centre Management Office by 3pm Monday 18 July 2022. The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.

12. If for any reason a participant does not take the Prize or an element of the Prize by 3pm Monday 18 July 2022, then the Prize or that element of the Prize will be forfeited and will not be redeemable for cash.

13. If any prize (or part of any prize) is unavailable, the Organisers, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

14. There are 2 winners during the promotional period. The total prize pool is \$200.

15. All Participants consent to the Promoter using the Participant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) 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.

16. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant 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.

17. 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, then the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

18. The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with participants or any other person will be entered into.

19. Any cost associated with accessing or entering the competition is the entrant's responsibility.

20. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to applicable laws.

21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (JEA HOLDINGS (AUST) PTY LTD AFT THE MILLER INVESTMENT TRUST trading as Miller Central 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 the promotion, including (but not limiting): (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 the prize.

22. The Promoter collects personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. By entering this promotion, the participant consents to their personal information being utilised for the Promoter's current and future promotional activities. By entering the entrant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email [admin@mintus.com.au](mailto:admin@mintus.com.au) or write to the Marketing Manager, Centre Management Office Grove Square – The Hills, 375 – 383 Windsor Rd, Baulkham Hills, NSW 2153. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit the Centre Management Office at Miller Central or to request a copy, please email Centre Management. All entries remain the property of the Promoter.

23. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.

24. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.

25. The "Promoter" JEA HOLDINGS (AUST) PTY LTD AFT THE MILLER INVESTMENT TRUST trading as Miller Central, 90 Cartwright Ave Miller NSW 2168