

# Pick for Your Chance to Win Competition

## Terms and Conditions

<b>SCHEDULE</b>	
<b>Competition name</b>	40 Year Anniversary Cake Decorators Association Competition
<b>Promoter</b>	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000
<b>Participating Retailers</b>	NA
<b>Entry – residency restriction</b>	Entry is only available to residents of: WA
<b>Entry – age restriction</b>	Entry is only available to persons in the following years of age:  (a) <b>Wedding Cake:</b> for entrants over the age of 18. (b) <b>Celebration Cake:</b> for entrants over the age of 18. (c) <b>Novelty Cake:</b> for entrants over the age of 18. (d) <b>Doll Cake:</b> for entrants over the age of 18. (e) <b>6 Differently Decorated Cupcakes:</b> for entrants 11 years and under. (f) <b>Birthday Cake:</b> for entrants 12-17 years.
<b>Competition Period</b>	12pm (AWST) on Friday 21/6/2019 to 5pm (AWST) on Monday 1 <sup>st</sup> July 2019.
<b>How to enter</b>	To enter the Competition, each entrant must, during the Competition Period:  (a) decorate a cake or polystyrene of any size with fondant covering to depict the theme of the chosen category.  (b) not use buttercream, cream or ganache when decorating their cake;  (c) not use wires to penetrate the surface of the cake;  (d) not use natural plants or flowers, pins or glass of any description;  (e) not use porcelain or manufactured ornaments to decorate the cake;  (f) deliver their decorated cake to the Centre Management Office at Stockland Baldivis

between 12pm, Friday 21<sup>st</sup> June 2019 – 12pm Saturday 22<sup>nd</sup> June 2019; and

- (g) obtain an entry form from the Centre Management Office, complete the form in full and hand the entry form to the staff at the Centre Management Office to enter their decorated cake to compete in one of the following categories:

#### COMMUNITY CLASSES

- i. Open Cake Decorating Business: For entrants over the age of 18 who own or work for a cake decorating business;
- ii. Open Hobby Decorator: For entrants over the age of 18 who decorate as a hobby and do not have an ABN;
- iii. Amateur: For entrants over the age of 18 who decorate cakes as a hobby and do not have an ABN;
- iv. Primary Youth: For entrants 11 years or under;
- v. Secondary Youth: For entrants 12 – 17 years.

- (h) The requirements for the specific cake categories are:

- i. **Wedding Cake – Members Only:** for entrants over the age of 18 and are members of the Cake Decorators Association on WA Inc;
- ii. **Celebration Cake - Members Only:** for entrants over the age of 18 and are members of the Cake Decorators Association on WA Inc;
- iii. **Novelty Cake - Members Only:** for entrants over the age of 18 and are members of the Cake Decorators Association on WA Inc;
- iv. **Wedding Cake – Community - Professionals Only:** For entrants over the age of 18 who own or work for a cake decorating business;
- v. **Celebration Cake - Community:** for entrants over the age of 18;

	<p>vi. <b>Doll Cake - Community:</b> for entrants over the age of 18.</p> <p>vii. <b>6 Differently Decorated Cupcakes – Community:</b> for entrants 11 years and under.</p> <p>viii. <b>Birthday Cake - Community:</b> for entrants 12-17 years.</p> <p>The Promotor reserves the right not to display any cakes that deem to be offensive.</p> <p>Cakes can be collected at Stockland Baldivis Centre Management Office after 12pm on Sunday 30<sup>th</sup> June 2019. Any entry not collected by 12pm Monday 1<sup>st</sup> July 2019 will be disposed of.</p> <p>All valid entries received during the Promotion Period will be displayed in the area outside Kmart in Stockland Baldivis from 9.00am Monday 24<sup>th</sup> June 2019 to 4.00pm Friday 28<sup>th</sup> June 2019.</p> <p>An entry cannot be modified after it is submitted.</p>
<p><b>Content Criteria</b></p>	<p><b>CDA MEMBERS:</b></p> <p><b>Wedding Cake (Amateur and Open Categories):</b></p> <ul style="list-style-type: none"> <li>• Wedding themed two or more tiers.</li> </ul> <p><b>Celebration Cake (Amateur and Open Categories):</b></p> <ul style="list-style-type: none"> <li>• Celebrating 40 years theme.</li> <li>• Birthday or anniversary theme.</li> <li>• The size of cake board must not exceed 40cm x 40cm.</li> </ul> <p><b>Novelty Cake (Amateur and Open Categories):</b></p> <ul style="list-style-type: none"> <li>• No specific theme.</li> <li>• Cannot be derogatory.</li> </ul> <p><b>COMMUNITY MEMBERS:</b></p> <p><b>Wedding Cake (Professionals Only):</b></p> <ul style="list-style-type: none"> <li>• Wedding cake theme two or more tiers.</li> </ul> <p><b>Celebration Cake (Amateur and Open Categories):</b></p>

	<ul style="list-style-type: none"> <li>• No specific theme.</li> <li>• Cannot be a novelty cake.</li> <li>• The size of cake board must not exceed 40cm x 40cm.</li> </ul> <p><b>Doll Cake (Amateur and Open Categories):</b></p> <ul style="list-style-type: none"> <li>• No specific theme.</li> <li>• A commercial doll may be used in this section.</li> </ul> <p><b>6 Differently Decorated Cupcakes (Youth):</b></p> <ul style="list-style-type: none"> <li>• No specific theme.</li> <li>• Different decorations on each cupcake.</li> </ul> <p><b>Birthday Cake (Youth):</b></p> <ul style="list-style-type: none"> <li>• Birthday theme.</li> </ul>
<b>Are multiple entries permitted?</b>	Yes
<b>Receipt of entries</b>	The time each entry is received will be the time each entry is recorded as completed and received on the relevant IT system used by Stockland or its contractor to collect entries.
<b>Prize(s) – description</b>	<p>Each winner will win the prize they have selected from the following list of prizes:</p> <p><b>Industry Judge Awards:</b></p> <p>The winners in the Open, Amateur and Youth categories will win the following prizes:</p> <p><b>CDA MEMBERS:</b></p> <ul style="list-style-type: none"> <li>(A) Amateur Wedding Cake – Members Only: \$300;</li> <li>(B) Open Wedding Cake – Members Only: \$300;</li> <li>(C) Amateur Celebration Cake - Members Only: \$100;</li> <li>(D) Open Celebration Cake - Members Only: \$100;</li> <li>(E) Amateur Novelty Cake - Members Only: \$150;</li> <li>(F) Open Novelty Cake - Members Only: \$150.</li> </ul> <p><b>COMMUNITY MEMBERS:</b></p> <ul style="list-style-type: none"> <li>(G) Wedding Cake – Professionals Only: \$300 Stockland Gift Card;</li> <li>(H) Amateur Wedding Cake – Open to Community: \$300 Stockland Gift Card;</li> <li>(I) Open Wedding Cake – Open to Community: \$300 Stockland Gift Card;</li> <li>(J) Amateur Celebration Cake – Open to Community: \$100 Stockland Gift Card;</li> </ul>

- (K) Open Celebration Cake – Open to Community: \$100 Stockland Gift Card;
- (L) Amateur Doll Cake – Open to Community: \$100 Stockland Gift Card;
- (M) Open Doll Cake – Open to Community: \$100 Stockland Gift Card;
- (N) Differently Decorated Cupcakes – Open to Community: \$75 Stockland Gift Card;
- (O) Birthday Cake – Open to Community: \$100 Stockland Gift Card.

The runners up in the Open, Amateur and Youth categories will win the following prizes:

**CDA MEMBERS:**

- (A) Amateur Wedding Cake – CDA Members Only: \$150;
- (B) Open Wedding Cake – CDA Members Only: \$150;
- (C) Amateur Celebration Cake – CDA Members Only: \$50;
- (D) Open Celebration Cake – CDA Members Only: \$50;
- (E) Amateur Novelty Cake – CDA Members Only: \$75;
- (F) Open Novelty Cake – CDA Members Only: \$75.

**COMMUNITY MEMBERS:**

- (G) Wedding Cake – Professionals Only: \$150 Stockland Gift Card;
- (H) Amateur Wedding Cake – Open to Community: \$150 Stockland Gift Card;
- (I) Open Wedding Cake – Open to Community: \$150 Stockland Gift Card;
- (J) Amateur Celebration Cake – Open to Community: \$50 Stockland Gift Card;
- (K) Open Celebration Cake – Open to Community: \$50 Stockland Gift Card;
- (L) Amateur Doll Cake – Open to Community: \$50 Stockland Gift Card;
- (M) Open Doll Cake – Open to Community: \$50 Stockland Gift Card;
- (N) Differently Decorated Cupcakes – Open to Community: \$50 Stockland Gift Card;
- (O) Birthday Cake – Open to Community: \$50 Stockland Gift Card.

**Community Choice Awards**

The overall community winner will win the following prizes:

	<p>(A) Overall Community Choice Award Adult (over 18+) Winner - \$300 Stockland Gift Card;</p> <p>(B) Overall Community Choice Award Adult (over 18+) Runner Up - \$150 Stockland Gift Card;</p> <p>(C) Overall Community Choice Award Youth (under 18 years) Winner - \$150 Stockland Gift Card;</p> <p>(D) Overall Community Choice Award Youth (under 18 years) Runner Up - \$75 Stockland Gift Card.</p> <p>Each winner other than the youth categories will also receive a year's membership with the Cake Decorators Association of WA Inc valued at \$45 each.</p>
<b>Total number of Prizes</b>	There are 34 Prizes to be won as part of the Competition
<b>Total Prize Pool</b>	\$5,280
<b>Judge(s)</b>	<p>The Judge(s) of the Competition will be:</p> <p><b>Industry Judge Award</b> Accredited judges from the West Australian Cake Decorators Association (Inc) will judge this category and an invited Interstate Cake Decorating Judge.</p> <p><b>Community Choice Award</b> Members of the community will be able to vote by obtaining a voting form from Stockland Baldivis retailers and Centre Management Office, complete the voting form and place it into the competition barrel next to the cake display in Stockland Baldivis. The votes will then be counted by Centre Management and the winners will be decided based on the public.</p>
<b>Determining the winner(s)</b>	<p>The industry judge award entries will be judged, and the winner(s) will be determined, at or around 5pm (AWST) on 24<sup>th</sup> June 2019 at Stockland Baldivis Shopping Centre.</p> <p>The community choice award winners will be determined at around 5pm (AWST) on Monday 1<sup>st</sup> July 2019 at Stockland Baldivis Shopping Centre.</p>
<b>Notifying winners</b>	Within 2 days of the winner(s) being determined, each winner will be notified by email or telephone.
<b>Publishing results</b>	<p>Within 7 days of the winner(s) being determined, the name of each winner will be published at:</p> <p><a href="http://www.stockland.com.au/baldivis">www.stockland.com.au/baldivis</a>  <a href="http://www.facebook.com.au/stocklandbaldivis">www.facebook.com.au/stocklandbaldivis</a></p>

**Entrants should pay particular attention to:**

- any unusual or onerous restrictions on the method of entry, if any (see the “How to Enter” section of the Schedule and Part D of these terms and conditions)
- the Promoter’s potential use of photos and content uploaded as part of the Competition (see Part D of these terms and conditions); and
- the Promoter’s limitation of liability (see Part I of these terms and conditions).

**PART A - INTRODUCTION**

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

**PART B - PRIVACY**

5. The Promoter will collect and use each entrant’s personal information for the purposes of:
  - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
  - (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
  - (c) research to improve its products and services.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter’s privacy policy <https://www.stockland.com.au/privacy-policy>.

**PART C - WHO CAN ENTER THE COMPETITION**

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner’s parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

**PART D – HOW TO ENTER THE COMPETITION**

10. To enter, each entrant must comply with the ‘How to Enter’ section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. Entries must not have been published previously or used to win prizes in other competitions.

13. An entry cannot be modified after it has been submitted.
14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
17. The eligibility of entries is solely within the discretion of the Promoter.
18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
19. If entry is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition.
20. If the Competition involves uploading a photograph or other content onto a website or social media or providing content as entry, by entering the Competition, each entrant agrees:
  - (a) to their entry being made available for public viewing;
  - (b) that all entries are subject to the approval of the Promoter. The Promoter reserves the right to approve all entries before publication and to remove any entries at any time in its absolute discretion. However, the Promoter is not responsible for any entries that are published and visitors view them at their own risk;
  - (c) that if they upload or otherwise cause another person's profile picture or other Facebook content to be made publically available (despite Stockland discouraging this conduct), that they have obtained consent from each person they add to submit that person's profile picture or other Facebook content;
  - (d) to release the Promoter from liability for their entry to the full extent permitted by law;
  - (e) to indemnify the Promoter against any claim, legal or otherwise that may arise out of the use or publication of the entry;
  - (f) and promises that their entry is original and does not infringe the intellectual property rights of any third party;
  - (g) that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry; and



(h) that if the entry involves a photograph, they have obtained the prior consent of any person depicted in the photo or, in the case of children, they have obtained the prior consent of the parents or legal guardians of the depicted children.

21. If entry is via Facebook, entrants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
22. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### **PART E - PRIZES**

23. Each Prize is not transferrable, exchangeable or redeemable for cash.
24. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
25. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
26. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
27. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

#### **PART F - HOW THE WINNER(S) ARE DETERMINED**

28. The Competition is a game of skill. Chance plays no part in determining the winner(s).
29. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
30. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
31. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule
32. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
33. Each winner will receive a Prize.

#### **PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)**

34. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
35. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
36. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
37. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

#### **PART H - UNCLAIMED PRIZES**

38. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
39. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

#### **PART I – NO LIABILITY**

40. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
41. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
42. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

## **PART J - TERMINATION OF COMPETITION**

43. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws