

**1. Eligibility:** This competition (referred to as the “Campaign”) is open only to those who sign up at <https://evertonplaza.com.au/winyourway/> and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of Australia only and is void where prohibited by law. Employees of Everton Plaza, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations.

**2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Everton PLaza as final and binding as it relates to the content of this Campaign.

**3. Campaign Period:** Entries will be accepted online starting on 12am AEST Friday 1st July, 2022 and ending 11.59pm AEST Sunday 31 July, 2022. All online entries must be received by 11.59pm AEST Sunday 31 July, 2022.

**4. How to Enter:** The Campaign must be entered by submitting an entry using the online form provided at [evertonplaza.com.au/winyourway/](https://evertonplaza.com.au/winyourway/). The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Everton Plaza. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the Rules, your submission may be removed from eligibility at the sole discretion of Everton Plaza.

**5. Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive a \$500 voucher to use at any of the participating venues, 2nd prize of \$300 voucher, 3rd prize a \$200 voucher, and 5 x \$25 vouchers given away randomly. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Everton Plaza. No cash or other prize substitution shall be permitted except at Everton Plaza’s discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Everton PLaza to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected at random under the supervision of Everton Plaza. Winner will be notified within five (5) days of the draw. Everton Plaza have no liability for Winner’s failure to receive notices due to spam, junk e-mail, or other security settings

or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **Any violation of these official rules by the winner (at Everton plaza's discretion) will result in the winner's disqualification as winner of the campaign, and all privileges as winner will be immediately terminated.**

**8. Rights Granted by You:** By entering this Campaign, You understand and agree that Everton Plaza, and anyone acting on behalf of Everton Plaza, and Everton Plaza's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the Australia, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. You consent to Everton PLaza contacting you via email in relation to the Campaign and for the purposes of marketing, advertising and promotions. By entering this Campaign, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Everton PLaza. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Everton Plaza from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Everton Plaza may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**9. Terms & Conditions:** Everton Plaza reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Everton PLaza's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, Everton PLaza may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Everton Plaza. Everton Plaza reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Everton Plaza has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Everton Plaza reserves the right to seek damages to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering, You agree to release and hold harmless Everton Plaza and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorised human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.

**11. Disputes:** This Campaign is governed by the laws of Australia without respect to conflict of law doctrines. As a condition of participating in this Campaign, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Australia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). You waive all rights to have damages multiplied or increased.

**12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Everton Plaza website.

**13. Sponsor:** The Sponsor of the Campaign is Everton Plaza.

**14.** The Campaign hosted by Everton Plaza is in no way sponsored, endorsed, administered by, or associated with Facebook.