



Terms and Conditions – Father’s Day Reef and Relax

Registration or participation in this competition is deemed the entrants acceptance of these Terms & Conditions of Entry. Acceptance of these Terms & Conditions is a condition of entry into this competition.

PRIZES- DRAW DATE

10:00am Friday 1st September 2017

Prizes: \$2,000 value in Home Services from James Home Services.
Reef Fishing Trip for 4 people with Cairns Reef Fishing

VENUE

Mount Sheridan Plaza, 106 Barnard Drive, Mt Sheridan 4868 QLD ABN No. 68 266 146 096

DURATION

This promotion will commence 9:00am Monday 14th August 2017 and conclude 10:00am Friday 1st September 2017.

ELIGIBILITY

1. Entry is open to residents of the Cairns Region from Atherton, to Port Douglas to Cardwell and all postcodes in-between aged 16 or over.
2. To obtain an entry form entrants must make a minimum purchase of \$15.00 or more, in one transaction at a specialty retailer and \$50 in a major retailer. One entry form for each valid receipt will be given out at point of sale by the participating retailer.
3. Employees and Retailers of Mount Sheridan Plaza and immediate families are ineligible to enter. “Immediate family member” means any parent, spouse, sibling, child, defacto and/or any other family member residing at the same address as that person.
4. To be eligible for the prize, the entry form must be correctly completed in all respects. Failure to complete the entry form correctly will render the entry invalid. Incomplete or indecipherable entries will be deemed invalid.
5. Entries close on Friday September 1 at 10:00am AEST. Entries received after this time will not be eligible. The prize draw will take place, in the presence of an independent witness; at 10.00am AEST on Friday 1st September at 10:00am.
6. The first entry drawn at random that meets all eligibility requirements will be the winner. No copies will be accepted. No responsibility will be taken for lost or misdirected entry forms.
7. The judge’s decision is final and conclusive and no comment or correspondence will be entered into.
8. The winner will be notified by telephone after the competition draw. If the Promoter is unable to make contact with the winner, then the prize will be forfeited and the Promoter will draw an alternative winner and attempt to make contact with that person for collection of the prize. The Promoter will continue in this fashion until a winner has been notified and has collected their prize.
9. The winner must provide suitable identification to the Promoter’s satisfaction to be entitled to claim the prize.
10. An arrangement will be made with the winner to collect all prize components.
11. The prize is not transferable or refundable.
12. Entrants acknowledge that the Promoter has the right to publicise and publish his/her name and likeness. The winner must make himself/herself available for a photo if required and acknowledge that the Promoter has the right to use publicity photos in any reasonable manner it sees fit, without compensation to the winner.
13. An entrant may enter the Competition more than once provided it complies with these Terms and Conditions.

14. To the extent permitted by law the Promoter will not be liable for any loss or damage whatsoever (including but not limited to) direct or consequential loss or for personal injury as a result of the prize.

15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to the law.

The Promoter and its associated agencies and companies will not be liable for any misadventure, Accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

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The Promoter and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

Due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;

Arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;

Any matters arising from winners and prize draw with regards to external bodies is the responsibility of the winner. Mt Sheridan Plaza will not be held liable for failure to declare monies to third parties if indeed there are any requirements.

You consent to us using the information you have provided on this form for the purposes of the general administration of the centre in accordance with the Privacy Act. You further consent to us forwarding this information on to the sponsors of this promotion at their request.

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, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. All entries become the property of the Promoter.

The Promoter agrees to keep confidential all personal details obtained by the Promoter and agrees that such information will be used for the purposes of promoting Mount Sheridan Plaza.

Winner is to provide photo ID on collection of the prize letter. Once the prize letter is signed and prize collected, Mount Sheridan Plaza will not be involved in any further negotiation or correspondence regarding the prize.

Reef Trip

Cairns Reef Fishing Charters – Booking Terms and Conditions

- **IMPORTANT** All passengers are required to contact us on (0427) 400 027 between 5pm and 6pm the evening prior to their booking to re-confirm passenger numbers and check the weather conditions are favourable for their charter
- All bookings are subject to adequate numbers and suitable weather conditions. NB. Wind and rain are not considered bad weather

- In the event the charter is cancelled by Cairns Reef Fishing (CRF), passengers may re-book at their convenience. If passengers are travelling from a long distance, it is a good idea to check with us prior to departure for a trip update
- Any liability of CRF is limited to that of the charter fare paid by the passenger. CRF accepts no responsibility for passenger/s personal effects
- CRF Gift Certificates are valid for 12 months from the date of purchase. They are non-refundable and must be redeemed on or before the expiry date. Vouchers cannot be exchanged or extended under any circumstances
- Alcohol is BYO (No glass please) and is only permitted in moderation. Drunkenness and / or disorderly conduct can result in the trip being cancelled and returning to Port with no refund
- Passengers will need to bring sunglasses, hat, sunscreen and suitable clothing to provide protection from the sun, wind, sea etc.
- Unless stated otherwise, all prices are inclusive of GST, GBRMP fees, tackle use, Morning tea, tea and coffee, buffet lunch, bottled drinking water in a complementary sports bottle.

Sole Charter and Group Bookings (5 or more passengers) Payment and Cancellations Policy:

1. Once ready to make a booking, passengers will be required to leave a booking contact name, phone number, email and / or postal address to secure their booking
2. The remaining balance can be paid at the boat on the morning of travel, or earlier if preferred.
3. Cancellations – Sole charter bookings and group bookings can be cancelled or changed up to 7 days before the charter. 7 days or less No Refund

Share Charter Bookings (4 or less passengers) Payment and Cancellations Policy:

1. Once the passenger is ready to make a booking, they will be required to leave a booking contact name, phone number and credit card details to secure their booking
2. Full payment by EFTPOS or cash must be made at the boat prior to departure
3. Cancellations – Share charter bookings can be cancelled or changed up to 48 hours prior to the charter. If the passenger/s cancels, changes or does not show up on the day of the charter ('No Show'), the total Share Charter booking cost will be charged to the Credit Card provided to secure the booking

CRF reserves the right to alter Terms, Conditions and Pricing without notice.

James Home Services Full Competition Terms and Conditions

4. Thank you very much for becoming a customer of James Home Services! You are very important to us and we would like to clearly explain to you how you can expect to be treated as a valued customer.
5. The winner must book in all allocated services on their preferred and nominated dates. We know you'll understand if bad weather prevents us from being there on the regular day and we will always complete the service as soon as possible after bad weather.
6. A number of things can increase the time and difficulty in taking care of your lawn and home which we do not normally include in our pricing due to the large variations involved. Some of these additional activities include.
7. Leaf Collection – Raking, bagging and removing leaves from your property is not included as part of weekly lawn cutting. We can provide this service for an additional fee or you can ensure that all areas to be cut are free of any excessive buildup of fallen leaves. If no prior arrangement has been made and the leaves require removal before the lawn can be cut we will automatically invoice you for the extra time required at a rate of \$50/hour/employee.
8. Items/debris on the Lawn – Items such as children's toys, garden hoses, tools and lawn furniture make mowing your lawn more difficult and dangerous, not to mention the potential for damaging your valued items. Please ensure the lawn is cleared of such items.
9. Flower Beds – Flower beds can accumulate leaves and debris over time and become unsightly. If you would like us to weed and/or clear your flower beds please let us know and we will happily provide a quote for you.
10. Fruit Fall – Seasonal fruit fall is sometimes left on the ground to rot creating an unsafe situation for us if we simply mow over it. Franchisees will discuss options with each individual client on how to deal with excessive fruit.

Property Damage

11. James Home Services carry public liability insurance for your peace of mind. However, not all damage is automatically covered. You can help minimize problems as follows:
12. Sprinkler Heads – In the event that we accidentally damage a lawn sprinkler head, call us within a week and we will repair it
13. Landscape Lights – Landscape lights installed in your garden should present no problems. However our line trimmers may damage them if installed on the lawn. We accept no responsibility for damage to landscape lights if they're installed in or near the lawn
14. Garden Hoses - Please ensure hoses are properly stored, off the lawn, prior to our arrival. We accept no responsibility for damage to hoses left lying on the lawn or adjacent paved areas
15. Clothes Lines – When we encounter clothes hanging on a line over the lawn we are extra careful to avoid soiling your clothes. However, you may find a few dried grass clippings clinging to the fabric – these are easily removed with a good shake. You can minimize the problem by not hanging laundry out on regular lawn days.
16. Broken windows/glass – We always take care to not flick stones against windows or glass. However, you can minimize the possibility and hassle of a breakage by keeping stones, pebbles and other “missiles” away from the lawn area. Pebbled gardens & driveways are a particular hazard to nearby people, windows and our equipment and, while our Franchisees will do their best to maintain such areas, additional charges may apply to remove pebbles prior to mowing, or the grass may be left uncut.
17. Vehicles – We mow around vehicles parked on the lawn. If you are home please listen out for us and move the vehicle off the lawn as soon as we arrive.
18. Small Trees in the Lawn – Small landscape trees are often planted in the lawn and make an attractive addition to your yard. However, we are usually unable to properly trim or mow the lawn under such trees unless there is a minimum of 1.5m vertical clearance all around under the tree. We will do our best to control grass growing under these trees but cannot accept responsibility for damage to low hanging foliage or branches. Neither can we accept responsibility for damage to the trunk or bark, as we may be unable to see exactly what our equipment is trimming. The best thing you can do to protect your tree is to keep the entire area under the tree, out to the drip-line, nicely cultivated and weeded.

Gates

19. Security is important to all of us. We suggest you use a combo lock on gates you wish to keep locked, and provide us with the combination. If the gate is key-locked or tied with wire or string when we arrive, we cannot mow the area behind it.

Safety

James Home Services follow a comprehensive Workplace Health and Safety program. They are trained and equipped to operate in a safe manner and will from time to time take specific actions to ensure their own and public safety. While mowing and general property maintenance is in progress you should assume there will be flying debris and keep both yourself and anyone you care for well away from our employees. It is best to keep others, especially children, inside until we leave the property.

20. Please ensure that all pets needing to be tied up or absent on our mowing day are restrained as necessary for the safety of our employees and your pet.
21. Please report anything you feel may be a safety hazard or matter to us as soon as possible. However, DO NOT approach us directly if we are operating machinery as we may not easily hear or see you.