

Pre-Christmas 2011 Delivery Offer Terms & Conditions

1. These terms and conditions should be read in conjunction with the terms and conditions for the Landmark Rewards Program (Program Terms). If there is any inconsistency between these terms and the Program Terms, then these terms will prevail to the extent of any inconsistency.
2. Landmark will deliver of rewards to a Participant's local Landmark outlet prior to Christmas (24 December 2011) (Pre-Christmas Delivery Offer), provided a claim is fully and correctly submitted online via <http://www.landmark.com.au/login> by 5pm AEDST on 11 November 2011 (End Date).
3. The Pre-Christmas Delivery Offer is subject to the following:
 - a. Claims submitted online after the End Date or claims made using a Claims Form (and delivered by mail) will not be accepted as a claim that is covered by the Pre-Christmas Delivery Offer.
 - b. To receive the benefit of the Pre-Christmas Delivery Offer, a participant must be a Program Participant, as defined in the Program Terms. The Participant must be entitled to claim the relevant rewards under the Program Terms, as submitted in the online claim, including without limitation, having accrued a sufficient number of points to claim the relevant rewards.
 - c. Landmark accepts no responsibility for:
 - i. any late, lost, incomplete, incorrect or misdirected online claims; or
 - ii. technical difficulties, including technical difficulties with the online claim system (and does not warrant that the system will be available at all times).
 - d. If, for any reason, the online claim system is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or mechanical failure or any other causes beyond the control of Landmark, Landmark reserves the right in its sole discretion to take any action that may be available.
 - e. Landmark will not be responsible for failing to deliver in accordance with the Pre-Christmas Delivery Offer if:
 - i. there is a "force majeure event", which means any supervening event beyond Landmark's control including, but not limited to, war or a national emergency, flood, fire, earthquake, cyclone or other natural catastrophe, import or export embargo, boycott, strike or lock-out, or telecommunications, power or other utility failure;
 - ii. the delay is caused by a third party who delivers the rewards, including but not limited to, a delay caused due to damage or loss of any rewards by the delivery company who is retained to deliver any reward; and
 - iii. the delay is caused by the inability of Landmark to obtain the requested reward, despite the reasonable efforts of Landmark, including without limitation to, the manufacturer no longer stocking the particular reward, or the manufacturer not having any available stock of the particular reward.
4. Any queries regarding the Pre-Christmas Delivery Offer should be directed in writing to the Landmark Rewards Administrator, Level 18, 380 La Trobe Street, Melbourne, Victoria 3000.