

MACARTHUR CENTRAL SHOPPING CENTRE \$10K CHRISTMAS GIVEAWAY

TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this \$10k Christmas Giveaway Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The promoter is **MacArthur Central Shopping Centre** ACN 119 813 795 (in its capacity as trustee for the MacArthur Central Shopping Centre Unit Trust ABN 99 598 409 154), 255 Queen Street, Brisbane QLD 4000.

ELIGIBILITY

3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in **MacArthur Central Shopping Centre (Participating Centre)** or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

5. Promotion commences at **9am** on **19th November 2020** and closes at **5pm** on **24th December 2020 or until all 8,200 scratch tickets have been distributed, whichever comes first. (Promotional Period)**. All times throughout the Terms and Conditions will be based on AEST.

HOW TO ENTER

6. To enter this Promotion, customers must, within the Promotional Period spend \$10 or more in any one single transaction at any participating Specialty Store (Qualifying Transaction) within MacArthur Central Shopping Centre where the customer will receive an instant scratch ticket. It is the entrant's responsibility to request an instant scratch ticket if one is not provided at the time of completing the Qualifying Transaction.
7. Customers who receive a 'Major Prize Draw' instant scratch ticket must then during the Promotional Period, complete their entry in accordance with the instructions provided, including the Major Prize Draw unique code. To enter, eligible individuals must, during the Promotion Period, visit **www.macarthurcentral.com.au/christmasdraw** follow the prompts to the Promotion entry page, input the requested details and submit the fully completed entry form. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the MacArthur Central Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions;
8. It is Entrants must retain their receipt from their Qualifying Transaction, as proof of purchase will be required to validate all instant prize wins and Major Prize Draw unique code

9. It is a condition of entering the Promotion that entrants agree for their Personal Information to be added to the database of the Participating Centre and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

10. Multiple entries into the Major Prize Draw are permitted, subject to the following: (a) only one entry permitted per Qualifying Transaction; (b) each entry must be submitted separately and in accordance with entry requirements (c) multiple entries must be able to be validated by presenting a receipt and Major Prize Draw instant scratch ticket for each entry into the draw in the event a multiple entry Entrant is declared the Major Prize Draw Winner.

MAJOR PRIZE DRAW DETAILS

11. All eligible entries received during the Promotional Period will be entered into the Prize Draw. No responsibility will be taken for entries lost, delayed or not completed. Entry into the Major Prize Draw ends 5.00pm 24/12/20
12. The Major Prize Draw will take place at the MacArthur Central Shopping Centre, **11am** on 29th December 2020. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. The Second Chance Draw Prize winner will be notified by telephone and in writing within fourteen (14) days of the draw and their name will be published on the on the Promoter's website (www.macarthurcentral.com.au) from 29/12/2020 until 29/01/2021.
13. The first valid entry drawn in the Major Prize Draw will win \$2,500 Tag Heuer MacArthur Central Gift Voucher. This Tag Heuer Gift Voucher will be provided as a credit to be used at the Store, which will require proof of identity when used and a prize collection form completed upon the completion of the transaction. The Tag Heuer Gift Voucher is only to the amount of \$2,500 with the winner being required to make payment for any amount over the value of \$2,500.

INSTANT WIN PRIZES

14. Instant win prizes available to be won during the Promotional Period include:
- 50 x \$20 Liquid Nail Gift Vouchers
 - 50 x \$10 Priceline Pharmacy Gift Vouchers (excluding prescriptions)
 - 30 x \$10 Heel & Sole Man Gift Vouchers
 - 50 x \$10 Plus Dry Cleaners Gift Vouchers
 - 50 x \$20 Australian Skin Clinic Gift Vouchers
 - 120 x \$20 Complete Skin & Beauty Gift Vouchers
 - 50 x \$20 Massage Indulgence Gift Vouchers
 - 120 x \$3 Love Roll Sushi + Poke Food Vouchers
 - 120 x \$3 Nou Indian Food Vouchers
 - 120 x \$3 Rice & Mee Food Vouchers
 - 120 x \$3 Sharetea Drink Vouchers
 - 20 x \$5 Sharetea Drink Vouchers
 - 1 x \$50 Hugo Boss Gift Voucher
 - 1 x \$50 APM Monaco Gift Voucher
 - 120 x \$3 Yellow Saigon Food Vouchers
 - 10 x \$20 Di Vine Hair Brisbane Gift Vouchers
 - 10 x \$20 Bogarts Gentlemen's Barber Gift Vouchers
 - 2 x \$50 OPSM Gift Voucher
 - 100 x 1 Free Medium Jamaica Blue Coffee Vouchers, valued at \$4.50 each

- 196 x 1 Free MacArthur Central Hessian Shopping Bag, valued at \$3.00 each
 - 150 x \$5 Jamaica Blue Food Vouchers
 - 120 x \$3 KFC Food Vouchers
 - 50 x \$20 Doll Face Brow and Make-up Studio Gift Vouchers.
15. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
 16. Any complaints about goods or services purchased with a voucher must be resolved directly with the business from which the goods or services were purchased.
 17. Unless otherwise advised, prizes will be available for redemption from the relevant retailer in which the prize is awarded as indicated on the instant win scratch card.
 18. The winning instant scratch ticket becomes the voucher to redeem the prize as indicated on the instant scratch ticket. Instant Prize Winners must exchange the winning instant scratch ticket to the relevant retailer as indicated on the winning instant scratch ticket in order to claim their prize. All prizes must be redeemed during the relevant store's trading hours and by no later than 31/12/2020.

UNCLAIMED PRIZE DRAW

19. A draw for the Major Prize Draw, if unclaimed, may take place on **30th March 2021** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw and their name will be published on the on the Promoter's website (www.macarthurcentral.com.au) from 30/12/2020 until 30/01/2021.

GENERAL

20. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
21. Incomplete, indecipherable, or illegible entries will be deemed invalid.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.
24. If the winner of the prize is under the age of 18 years, the prize(s) will be awarded to the winner's nominated parent or guardian on the winner's behalf.
25. If for any reason the winner does not take or claim the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

26. If the prize (or part of the prize) is unavailable, the Promoter, 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.
27. The total prize pool value is AUD/NZD\$**14,648.00**.
28. Prizes, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments, recordings and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

30. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
31. Entrants consent to the Promoter using the entrant'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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
32. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a)

subject to any written directions from a regulatory authority to modify, to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

33. Any cost associated with accessing www.macarthurcentral.com.au/christmasdraw the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
34. Nothing in these Terms and Conditions limits, excludes or modifies 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**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) 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.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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: (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 prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of **a/the** prize.
36. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at <http://bit.ly/PrecisionPrivacyPolicy>. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. In addition to any use that may be outlined in the Privacy Policy, by entering this Promotion, entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.
37. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the **Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php OR Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>**
38. This Promotion is in no way sponsored, endorsed or administered by, or associated with, **Facebook OR Instagram**. Entrants understand that they are providing their information to the Promoter and not to **Facebook OR Instagram**. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to **Facebook OR Instagram**. **Facebook OR Instagram** will not be

liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

IMPORTANT: Depending on who entry is open to (i.e. if entry is open to all AU residents or limited to State residents) permits may be needed. See the General Guidelines Document provided for details on when permits are needed.