

**MACARTHUR CENTRAL SHOPPING CENTRE  
“AR MACARTHUR ANIMALS”**

**TERMS AND CONDITIONS**

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this **AR MACARTHUR ANIMALS** Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. The Promoter is MacArthur Central Shopping Centre Pty Ltd 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. Entry is only open to Australian residents.
4. 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.
5. 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**

6. Promotion commences at **8:00** on **5<sup>th</sup> December 2019** and closes at **22:00** on **31st December 2019** (“Promotional Period”). All times throughout the Terms and Conditions will be based on Sydney local time, which will be AEST or AEDST (as applicable in Sydney on the relevant date).

**HOW TO ENTER**

7. To enter, the entrant must complete the following steps during the Promotional Period:

To be eligible to enter, individuals must, using the MacArthur Central App, take an original photo of themselves in the MacArthur Central Shopping Centre using the augmented reality function. The MacArthur Central App is available for download (for free) via Google Play and the App Store to a smart mobile device.

To enter, eligible individuals must then, during the Promotion Period, upload the photograph to their own Instagram or Facebook account with the post containing the hashtag #MacArthurAnimals.

For the avoidance of doubt, entrants' profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

## **LIMITS ON ENTRY**

8. Multiple entries are permitted per person; however, each entry must be **substantially unique** and submitted separately and in accordance with entry requirements.

## **CRITERIA OF JUDGING**

9. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on originality and the creativity of the content submitted. The judging will take place at 255 Queen Street Brisbane QLD 4000 commencing on the four (4) dates as follows
  - (a) 9 December 2019
  - (b) 16 December 2019
  - (c) 23 December 2019
  - (d) 30 December 2019.

The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

## **WINNER NOTIFICATION**

10. The provisional winner(s) will be notified by email if available or alternatively by direct messaging capabilities on either Instagram or Facebook. A provisional winner will only be deemed a winner once verified by the Promoter.

## **PRIZE(S)**

11. The best valid entry as determined by the judges, will win the prize of **Woolworths Gift Card** valued at **AUD\$200.00** on each judging dates mentioned above
12. 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.

## **GENERAL**

13. 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.

14. Incomplete, indecipherable, or illegible entries will be deemed invalid.
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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If **a/the** winner of **a/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.
18. If for any reason **a/the** winner does not take or claim **a/the** prize (or an element of **a/the** prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If **a/the** prize (or part of **a/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 of the equal value and/or specification.
20. The total prize pool value is AU\$800.00
21. Prize(s), or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. 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.

- 23. 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.
- 24. 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.
- 25. 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) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 26. Any cost associated with accessing **[the competition website]** **[Facebook]** or **[Instagram]** is 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.
- 27. 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.

28. 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.
29. 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 and prize suppliers. 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 [https://www.precision.com.au/pgc/images/privacypolicy/precision\\_group-privacy\\_policy.pdf](https://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf). 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.
30. 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](http://www.facebook.com/terms.php) OR Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>
31. 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.

