

**MACARTHUR CENTRAL SHOPPING CENTRE
"CHRISTMAS MAJOR PRIZE DRAW"**

TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this **CHRISTMAS MAJOR PRIZE DRAW** 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
- 3.

ELIGIBILITY

4. Entry is only open to Australian residents **aged 18 years or over**.
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 **5th 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, eligible individuals must, during the Promotion Period, visit www.macarthurcentral.com.au/xmasdraw, 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 database and to be used in accordance with the purposes set out in these Terms and Conditions;

LIMITS ON ENTRY

8. Limit of one (1) entry permitted per eligible person.

DRAW DETAILS

9. The draw will take place at the Participating Centre at **11:00** on **31 December 2019**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
10. The provisional winner(s) will be notified in via email within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZE(S)

11. The first valid **entry/entries** randomly selected, from all valid entries received, will win the prize of Gift Voucher for JB HI FI valued at **AUD\$1000.00**
12. 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.

UNCLAIMED PRIZE DRAW

13. A draw for any prize, if unclaimed, may take place on **31 March 2020** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified via email within two (2) business days of the draw.

GENERAL

14. 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.
15. Incomplete, indecipherable, or illegible entries will be deemed invalid.
16. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
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 to the equal value and/or specification.
20. The total prize pool value is AU\$**1000.00**
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 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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 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.

28. 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>

29. 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.