# MACARTHUR CENTRAL SHOPPING CENTRE EXPERIENCE SNOW MAGIC THIS CHRISTMAS

## **TERMS AND CONDITIONS**

- 1. Information on how to enter / claim and the Prizes / Rewards (as defined below) form part of these Terms and Conditions. Participation in this "*Experience Snow Magic This Christmas*" promotion (*Activity / Promotion*) is deemed acceptance of these Terms and Conditions.
- 2. The promoter is **MacArthur Central Shopping Centre Pty Ltd ACN 119 813 795**, care of Centre Management, MacArthur Central, 255 Queen Street, Brisbane QLD 4000 (**Promoter**). MacArthur Central (**Centre**) is proudly owned and managed by Precision Group.
- 3. The Promoter has engaged **Neat Agency Pty Ltd ACN 629 046 475 (Operator)** to manage and deliver the Activity, including operating the Photo Stand (as defined below) and managing Activity staff.

#### **ELIGIBILITY**

- 4. Participation in the Activity is only open to residents of Australia who are aged 18 years and over (**Participants**).
- 5. Employees (and their immediate families) of the Promoter or any of the tenants or retailers in the Centre (and their immediate families) or any of the Promoter's agencies that are associated with the Promotion are ineligible to participate. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

## **PROMOTION PERIOD**

6. The Promotion commences at 9:00am on 24 November 2025 and closes at 9:00pm on 23 December 2025 (Promotional Period). All times throughout the Terms and Conditions will be based on Brisbane local time unless otherwise advised.

## PARTICIPATION IN THE ACTIVITY

- 7. This Activity involves two (2) components:
  - a) A gift with purchase component for Qualifying Transactions as defined below (Component 1); and
  - b) A weekly draw component for the chance to with a \$100 Prezzee voucher (Component 2).
- 8. To be eligible for the Activity, including both Components 1 and 2, eligible Participants must, during the Promotional Period, undertake the following steps:
  - a) Spend \$50 or more in a single transaction (Qualifying Transaction) at the following specialty stores located at the Centre: APM Monaco, BOSS, Longines, Paspaley, TAG Heuer, Australian Skin Clinics, Complete Skin & Beauty, Doll Face Brow & Make Up Studio, Joel's Barber Shop, Liquid Nail Bar, Luxe Nail Salon, Bailey Nelson, Priceline Pharmacy, The Health Food Shop, Bapboi Express, Hanaichi, Harol's Espresso, KFC, Sharetea, Supreme Carvery, Wara Sushi, Caseway, CeX, Mister Minit (each a Participating Store). Once an eligible Participant claims their first Reward, they must then spend \$100 or more in a single transaction in a Participating Store for their Qualifying Transaction to be eligible to receive a bonus Reward.
  - b) Participants must obtain the original valid purchase receipt for each Qualifying Transaction as proof of purchase. Failure to produce the proof of purchase for all claims / entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of a Participant's claims / entries and forfeiture of any right to participate in the Activity. Receipt(s) must clearly specify the Participating Store of purchase and confirm that the purchase was made during the Promotional Period and prior to entry.

## **COMPONENT 1 - GIFT WITH PURCHASE**

- 9. Once an eligible Participant completes their Qualifying Transaction as per clause 8 above, they must then complete the following steps during the Promotional Period to claim their Reward for Component 1:
  - a) Visit the Promotion activation being conducted by the Operator at the Centre;
  - b) Present their Qualifying Transaction's purchase receipt to Operator staff for verification;
  - c) Have their photo taken using the iPad stand (Photo Stand);
  - d) Follow the prompts to locate the official registration form on the iPad and input the requested details including their full name, contact telephone number, valid email address and their postcode;
  - e) Tick the consent box confirming that they agree to the Terms and Conditions and have read and understand the Promoter's Privacy Policy; and
  - f) Submit the fully completed form (Submission).
- 10. Each successful Submission will entitle the eligible Participant to one (1) personalised snow globe (both in physical and digital forms, subject to availability) featuring their photograph from the Photo Stand (**Reward**).

- 11. There will be a minimum of thirty-three (33) physical snow globes available on each day of the Promotional Period. Any physical snow globes not claimed on a single day will be added to the stock of physical snow globes for any subsequent day/s of the Promotional Period. Once the allocated stock of physical snow globes is exhausted on a single day, only digital snow globes will be awarded to Participants. All digital snow globes awarded during the Promotional Period will entitle Participants to one (1) entry into the relevant weekly draws, subject to completion of the steps in clause 13 below.
- 12. Multiple claims are permitted per Participant, subject to the following:
  - a) Participants may only use the Photo Stand once for each Qualifying Transaction;
  - b) Only one (1) Reward is permitted per Submission; and
  - c) Each Submission must be submitted separately and in accordance with Submission requirements.

## **COMPONENT 2 - WEEKLY DRAWS**

- 13. To enter into the weekly draws for Component 2, eligible Participants that complete the steps under clause 9 must then complete the following steps during the Promotional Period:
  - a) Receive the promotional eDM and click on the prompt to view their digital snow globe;
  - b) Click on relevant button on the page showing the digital snow globe or download the video of their digital snow globe; and
  - c) Share their digital snow globe via Instagram or Facebook with the hashtag "#SnowMagic" and tagging @MacArthurCentral (Social Post).
- 14. Multiple entries are permitted per Participant, subject to the following:
  - a) Only one (1) entry permitted per Social Post; and
  - b) Each entry must be submitted separately and in accordance with entry requirements.
- 15. There will be a draw for each week of the Promotional Period for a total of four (4) draws (**Weekly Draws**). Entries in each Weekly Draw will open at 12am and close at 11:59pm on the dates in the table below. Each Weekly Draw will take place at the Centre at 11:00am on the dates in the table below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible Participant is drawn. Non-winning entries in each Weekly Draw will be entered into any subsequent Weekly Draw(s). The winner of each Weekly Draw will be notified by email and phone within two (2) business days of the draw.

Draw	Entries Open	Entries close	Draw date
1	24/11/2025	30/11/2025	03/12/2025
2	01/12/2025	07/12/2025	10/12/2025
3	08/12/2025	14/12/2025	17/12/2025
4	15/12/2025	23/12/2025	29/12/2025

- 16. The first valid entry drawn from each Weekly Draw will win a \$100 Prezzee voucher (**Prize**).
- 17. Any ancillary costs associated with redeeming the Prize are not included. Any unused balance of the Prize will not be awarded as cash. Redemption of the Prize is subject to any terms and conditions of the issuer including those specified on the voucher.
- 18. A draw for any unclaimed prizes may take place on 09/02/2026 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw.
- 19. The prize pool value is \$400.

## PARTICIPANT RELEASE

- 20. By registering or participating in the Activity, Participants acknowledge that participation in the Activity is provided free of charge when Participants meet the eligibility requirements, and:
  - a) Participants warrant that they understand and accept that participation may involve risks, including but not limited to personal injury, equipment malfunction, handling of the snow globe, or risks associated with the location and facilities. Participants participate at their own risk.
  - b) Participants agree to participate in a safe and responsible manner, follow all directions given by the Operator and/or Centre staff, and take care for the safety of others and third-party property.
  - c) Participants consent to the Operator capturing a photo for the purpose of producing the photo snow globe and providing a digital copy.
  - d) The photo will be used by the Operator only to fulfil the Activity.
  - e) Ownership of the printed and digital photo remains with Participants.

- To the maximum extent permitted by law, Participants agree to release the Centre, the Operator, and their officers, employees, and contractors from all liability for any personal injury (including death), loss, cost, or damage suffered or incurred by them or any third party in connection with:
  - participation in the Activity,
  - · use of the kiosk or snow globe, or
  - the capture or use of their photo.
- g) Participants agree to indemnify and keep indemnified the Promoter and the Operator against any loss caused directly or indirectly by the Participant's:
  - · actions or inactions, or
  - failure to comply with these Terms.
- 21. Participants must warrant that they have permission from the parent/guardian of any person aged under 18 featured in their snow globe and the parent/guardian consents for their child's image to be used for the purposes set out in these Terms and Conditions.

#### PERSONAL INFORMATION

- 22. By registering for and/or participating in the Activity, Participants consent to the use of their personal information in accordance with these Terms and Conditions.
- 23. Participants' personal information will be collected and held securely by the Operator only for the purposes of:
  - a) Verifying eligibility; and
  - b) Providing the photo snow globe and digital copy.
- 24. The Participant's personal information will not be shared by the Operator with third parties, other than the Promoter.
- 25. The Participant's photos and related personal information will be deleted by the Operator after the Activity.
- 26. The Promoter collects personal information from the Operator 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, Reward/Prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will use and handle personal information as set out in its Privacy Policy, which can be viewed at MacArthur Central Shopping Centre Pty Ltd's Privacy Policy.
- 27. The Privacy Policy contains information about how Participants may opt out, access, update or correct their personal information, how Participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose personal information overseas; see the Promoter's Privacy Policy for more details.

## **GENERAL**

- 28. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant'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 the 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.
- 29. Incomplete or indecipherable Submissions or entries will be deemed invalid.
- 30. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Participant.
- 31. Subject to the unclaimed prize draw clause, if for any reason a winner does not take their Prize at/by the time stipulated by the Promoter, then the Prize will be forfeited.
- 32. The Promoter's decision is final and no correspondence will be entered into.
- 33. Rewards and Prizes, or any unused portion of a Reward or Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 34. Any cost associated with accessing the promotional website is a Participant's responsibility and is dependent on the Internet service provider used.
- 35. Participants 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 or Operator shall not be liable in any way for such Content to the full extent permitted by law. The Promoter and Operator may remove or decline to publish any Content without notice for any reason whatsoever. Participants 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.
- 36. Without limiting any other terms herein, the Participant agrees to indemnify the Promoter for any breach of the above terms.
- 37. As a condition of entering this Promotion, and where Participants have provided explicit consent for marketing use, 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 promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 38. Participants 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.
- 39. 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 Participant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 40. 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.
- 41. 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 claim 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 Participant; or (g) use of a Reward or Prize.
- 42. 'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.
- 43. Entry and continued participation in the Promotion is dependent on Participants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="http://instagram.com/terms.php">www.facebook.com/terms.php</a> and Instagram Rules, which can be found at <a href="http://instagram.com/about/legal/terms">http://instagram.com/about/legal/terms</a>.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram. Participants understand that they are providing their information to the Promoter and not to Facebook and Instagram. The information a Participant 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 and Instagram. Facebook and Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by a Participant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.