

MACARTHUR CENTRAL SHOPPING CENTRE “EAT & WIN” PROMOTION TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Eat and Win” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The promoter is MacArthur Central Shopping Centre Pty Ltd ACN 119 813 795 of Centre Management, 255 Queen Street, Brisbane QLD, 4000. (“Promoter”).

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

6. Promotion commences at **7:00am** on **Monday 21 August 2023** and ends at **9:00pm** on **Sunday 17 September 2023 (Promotion Period)**. All times throughout the Terms and Conditions will be based on Brisbane local time unless otherwise advised.

HOW TO ENTER

7. To enter, eligible individuals must, during the Promotion Period, spend \$12 or more in any one single transaction at any food outlet (each as **Qualifying Transaction**) within MacArthur Central Shopping Centre (**Participating Centre**) where the customer will receive **one** unique entry code. It is the entrant’s responsibility to request a unique entry code if a unique entry code is not provided at the time of completing a Qualifying Transaction.
- 7A. During the limited days of Monday 21 August 2023; Friday 25 August; Monday 28 August 2023; Friday 1 September 2023; Monday 4 September 2023; Friday 8 September 2023; Monday 11 September 2023 and Friday 15 September 2023 commencing at **7.30am on each of the mentioned Mondays and Fridays and ending at 5.59pm**, eligible individuals will receive **two** unique entry codes for each Qualifying Transaction made within that period. It is the entrant’s responsibility to request two unique entry codes if two unique entry codes are not provided at the time of completing a Qualifying Transaction in that period.
8. Entrants must then during the Promotion Period **visit www.macarthurcentral.com.au** and fully and correctly complete their entry in accordance with the instructions provided, including the unique entry code.
9. Entrants must retain their original receipt and unique entry code from each Qualifying Transaction, as proof of purchase will be required to validate the winning entry. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to the prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

LIMITS ON ENTRY

10. Multiple entries are permitted per person, subject to the following: (a) only one entry permitted per Qualifying Transaction (except during the period set out in clause 7A above when two entries are permitted per Qualifying Transaction and two unique entry codes will be provided); (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one unique entry code per entry is permitted; (d) the same unique entry code cannot be used more than once; and (e) unrecognised codes will be deemed invalid.

DRAW DETAILS

11. The draw will take place at the Participating Centre at MacArthur Central Shopping Centre, 255 Queen Street Brisbane, QLD 4000, at **11.00am** on **Tuesday 20 September 2023**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
12. The provisional prize winners will be notified by telephone and in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.
13. The winner's name and postcode will be published on the Promoter's website from Monday the 25th of September 2023 (macarthurcentral.com.au) until Monday 16th October 2023.
14. Entrants can only enter in their own name and use their own email address. The Promoter reserves the right to request a provisional winner provide proof of identity, proof of residency, and/or proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding the prize.

PRIZES

15. The first valid entry randomly selected from all valid entries received will JB HI-FI Prize Pack which includes a pair of SONY Premium Noise Cancelling Wireless Over-Ear Headphones + a X-Series Portable Wireless Speaker Swap Card, valued at \$800.
16. Any ancillary costs associated with redeeming the voucher are not included.
17. The winner must show their receipt, unique entry code and personal identification at the MacArthur Central Centre Management Office, Lower Ground Level, 255 Queen Street, Brisbane, QLD, 4000 by 20 December 2023.

UNCLAIMED PRIZE DRAW

18. A draw for any prize, if unclaimed, may take place on 21 December 2023 at the same time and place as the original draw, subject to any written directions from a regulatory authority.
19. The prize winner, if any, will be notified by telephone and in writing within two (2) business days of the draw.

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 for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
25. If a prize (or part of a 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.
26. The total prize pool value is **AU\$800.00**

27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
28. 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.
29. 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.
30. Any cost associated with accessing the competition website 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.
31. 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.
32. 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.
33. 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 Australian regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in their respective Privacy Policies, which can be viewed at https://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf . 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 each respective Privacy Policy, by entering this promotion entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications via email and SMS. All entries become the property of the Promoter. The Promoter will not disclose personal information to any entity outside of Australia.