

MACARTHUR CENTRAL SHOPPING CENTRE SHOP PLAY WIN CHRISTMAS GIVEAWAY

TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this Shop Play Win 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 **7am** on **21 November 2022** and closes at **3pm** on **10th December 2022 or until all 6,550 prizes have been, 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 \$25 or more in any one single transaction at any participating Specialty Store (Qualifying Transaction) excluding Woolworths, Big W and the Apple Store within MacArthur Central Shopping Centre during the promotional period.
7. Customers present their valid receipt to the attendant on the Lower Ground Level between 11am and 3pm on the following dates:
 - Monday 21 November 2022
 - Tuesday 22 November 2022
 - Wednesday 23 November 2022
 - Thursday 24 November 2022
 - Friday 25 November 2022
 - Saturday 26 November 2022
 - Monday 28 November 2022
 - Tuesday 29 November 2022
 - Wednesday 30 November 2022
 - Thursday 1 December 2022
 - Friday 2 December 2022
 - Saturday 3 December 2022
 - Monday 5 December 2022

- Tuesday 6 December 2022
 - Wednesday 7 December 2022
 - Thursday 8 December 2022
 - Friday 9 December 2022
 - Saturday 10 December 2022
8. The entrant must present their valid receipt to attendant where the entrant must pick one (1) silver, red or gold bauble. The entrant will open the chosen bauble to reveal a 'Nice Winner' or 'What a Grinch' ticket.
 9. If the entrants chosen bauble reveals a 'Nice Winner' prize ticket, the entrant will need hand the bauble and the 'Nice Winner' Prize ticket to the attendant and pick one (1) prize from the winners box to reveal an instant prize.
 10. One entry per valid receipt, each receipt will be stamped by the attendant, no duplicate receipts will be accepted.

LIMITS ON ENTRY

11. Multiple entries into the Instant Prize competition 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.

INSTANT WIN PRIZES

12. Instant win prizes available to be won during the Promotional Period include:
 - 50 x \$10 Australian Skin Clinic vouchers
 - 30 x \$15 Australian Skin Clinic vouchers
 - 20 x \$20 Australian Skin Clinic vouchers
 - 15 x \$50 Australian Skin Clinic vouchers
 - 15 x \$100 Australian Skin Clinic vouchers
 - 500 x Cadbury Dairy Milk 50g Bar, valued at \$2.00 each
 - 1200 x Cadbury Dairy Milk Santa 12g, valued at \$0.42 each
 - 1200 x Cadbury Dairy Milk Elves 12g, valued at \$0.42 each
 - 3 x \$50 Big W Voucher
 - 50 x Walkers Pure Butter Mini Shortbread Christmas Tree 150g, valued at \$5.50 each
 - 50 x Maltesers Chocolate Party Bucket 465g, valued at \$10.00 each
 - 14 x Hello Bartender Gin Gift Set, valued at \$20 each
 - 50 x Cadbury Assorted Blocks 150g – 180g, valued at 3.50 each
 - 5 x \$10 Big W voucher
 - 5 x Nescafe Dolce Gusto Piccolo XS Coffee Machine, valued at \$79.00 each
 - 2 x Man Cave Dartboard Cabinet Set, valued at \$65.00 each
 - 5 x Homedics Portable Full Body Vibration Massager, valued at \$20 each
 - 2 x SodaStream Terra Sparkling Water Maker, valued at \$99 each
 - 11 x Grill Society BBQ Kit – Assorted varieties, , valued at \$15 each
 - 6 x New York Cocktail Sampler Pack - White Rum, valued at \$20 each
 - 150 x \$3 Blackstar Coffee vouchers
 - 50 x \$10 Caseway vouchers
 - 30 x \$15 Caseway vouchers
 - 25 x \$25 Caseway voucher
 - 20 x \$50 Caseway vouchers
 - 10 x \$5 CeX vouchers
 - 50 x \$10 CeX vouchers
 - 30 x \$15 Cex vouchers
 - 50 x \$10 Complete Skin & Beauty vouchers

- 30 x \$15 Complete Skin & Beauty vouchers
- 20 x \$50 Complete Skin & Beauty vouchers
- 15 x \$100 Complete Skin & Beauty vouchers
- 50 x \$5 Doll Face Brow and Make-up Studio vouchers
- 50 x \$50 Doll Face Brow and Make-up Studio vouchers
- 15 x \$15 Doll Face Brow and Make-up Studio vouchers
- 20 x \$20 Doll Face Brow and Make-up Studio vouchers
- 250 x \$3 off at Rice & Mee, Wara Sushi, Lemak or Sharetea
- 50 x \$5 Heel & Sole Man voucher
- 15 x \$15 Heel & Sole Man voucher
- 20 x \$20 Heel & Sole Man voucher
- 25 x \$25 JB HI-FI Gift Cards
- 10 x \$50 JB HI-FI Gift Cards
- 3 x \$100 JB HI-FI Gift Cards
- 3 x \$150 JB HI-FI Gift Cards
- 50 x \$5 KFC vouchers
- 50 x \$10 KFC vouchers
- 150 x \$3 Lemak vouchers
- 50 x \$5 Lemak vouchers
- 20 x \$10 Lemak vouchers
- 15 x \$15 Liquid Nail Bar Vouchers
- 20 x \$20 Liquid Nail Bar Vouchers
- 25 x \$10 MacArthur Barber Shop vouchers
- 15 x \$15 MacArthur Barber Shop vouchers
- 20 x \$20 MacArthur Barber Shop vouchers
- 250 x \$1 Instant scratch-Its
- 20 x \$10 Giftware vouchers for MacArthur Central Lotto & Tobacconist
- 15 x \$15 Giftware vouchers for MacArthur Central Lotto & Tobacconist
- 200 x MacArthur Central Totes Amazing Toe Bags, valued at \$2 each
- 25 x \$10 Massage Indulgence MacArthur Central vouchers
- 15 x \$15 Massage Indulgence MacArthur Central vouchers
- 20 x \$20 Massage Indulgence MacArthur Central vouchers
- 15 x \$50 Massage Indulgence MacArthur Central vouchers
- 150 x \$3 Mica Express vouchers
- 100 x Honey Gardeners Hand and Nail Balm, valued at \$4.00 each
- 50 x Ecopure Vegan aromatherapy Hand Cream Collection Pack, valued at \$8.00 each
- 50 x Ecopure Vegan aromatherapy Refresh Foot Care Gift Set, valued at \$8.00 each
- 36 x Ecopure Vegan aromatherapy Sleep Companies Pack, valued at \$9.60 each
- 25 x Honey Gardeners Body Treats Set, valued at \$16.00 each
- 25 x Ecopure Vegan aromatherapy Home Glow Face Set, , valued at \$16.00 each
- 30 x Lip Balm trio tropical flavours Pack, valued at \$4.00 each
- 30 x Ecopure man wash bag with grooming essentials Pack, valued at \$15 each
- 3 x Natio The Gift of a day spa, valued at \$34.95
- 2 x Natio Natural Radiance Gift Set, valued \$34.95
- 15 x Ecopure shower gel & shave set, valued at \$10 each
- 15 x Ecopure fresh cleanse trio Packs, valued at \$9 each
- 50 x \$5 Priceline vouchers
- 150 x \$3 Rice & Mee vouchers
- 50 x \$5 Rice & Mee vouchers
- 50 x \$10 Rice & Mee vouchers
- 150 x \$3 Sharetea MacArthur Central vouchers

- 50 x \$5 Sharetea MacArthur Central vouchers
 - 50 x \$10 Sharetea MacArthur Central vouchers
13. 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.
 14. 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.
 15. The winning prize card picked from the winning box must be handed to the attendant in order for a prize to be claimed. Prize cards are unable to be used as the prize voucher and must be submitted to the attendant immediately, any prize cards that are removed from the activation will be forfeited and no prize will be awarded.
 16. Instant Prize Winners will be provided a prize by the attendant. Retailer vouchers must be taken to the relevant retailer as indicated on the voucher in order to redeem the prize. Vouchers must be present to the retailer indicated on the voucher received and must adhere to the terms and conditions stipulated on each individual voucher. All prizes must be redeemed during the relevant store's trading hours and by no later than 31/12/2022.

UNCLAIMED PRIZE DRAW

17. A draw for the unclaimed Prize Draw, if unclaimed, may take place on **30th March 2023** 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.

GENERAL

18. 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.
19. Incomplete, indecipherable, or illegible entries will be deemed invalid.
20. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. 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.
23. 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.

24. 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.
25. The total prize pool value is AUD/NZD\$**33,553.75**.
26. Prizes, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. 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.

28. 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.
29. 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.
30. 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.

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 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.
34. 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>**
35. 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.