

## **“MACARTHUR CENTRAL FREE ICE CREAM TREAT” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is **MacArthur Central Shopping Centre Pty Limited** (ABN 99 598 409 154) of 255 Queen Street, Brisbane QLD 4000.

### **ELIGIBILITY**

3. Claims are only open to **Australian / New Zealand** residents **aged 18 years or over**.
4. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant 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 submitting a claim in this offer.
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 Offer; (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.

### **OFFER PERIOD**

6. Offer commences at 12pm on Friday 20 February and Saturday 21 February and is available from 12pm to 2pm on both days during the Promotional Period (**“Promotional Period”**). All times throughout the Terms and Conditions will be based on Brisbane local time, which will be AEST.

### **HOW TO CLAIM**

7. To be eligible to claim a free ice cream, individuals must sign up as a MacArthur Select member via [www.macarthurcentral.com.au/event-and-offers/free-ice-cream-treat](http://www.macarthurcentral.com.au/event-and-offers/free-ice-cream-treat) and show your email confirmation.

### **LIMITS ON THE NUMBER OF CLAIMS**

8. Only one (1) reward is permitted per person.

## **REWARDS**

9. Subject to the availability of rewards in the Participating Centre as set out below, and any limits imposed on the number of rewards that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the ice cream cart on level one at the Participating Centre in accordance with these Terms and Conditions will receive one (1) reward of an ice cream valued at \$1.
10. The total number of rewards to be provided under this offer is 100 each day during the Promotional Period.
11. The reward is subject to the standard terms and conditions of individual reward and service providers.
12. Total value of rewards to be provided under this offer is up to \$200.

## **GENERAL**

13. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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 claims will be deemed invalid.
16. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
17. If for any reason a claimant does not take and/or redeem a reward (or an element of the reward) at or by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited.
18. If any reward (or part of any reward) is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward of the equal value and/or specification.

19. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the App is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
23. 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 States 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 its respective officers, employees and agents) excludes 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.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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 reward value to that

stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

- 25.** 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, reward suppliers and 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](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.