

## COMPETITION TERMS AND CONDITIONS

1. These official rules ("**Rules**") apply to the Promotion conducted by the Promoter for the Centre.
2. Information on how to enter forms part of these Rules. The Promoter may, at any time, amend, add to or delete any of these Rules.
3. Entry is deemed acceptance of these Rules including any changes made by the Promoter, even if the entry is before the publication of any changes to these Rules.
4. The Promotion commences at the Promotion Commencement Date and ends at the Promotion End Date ("**Promotion Period**").
5. The competition is drawn at the Prize Draw as defined under these Rules on the Prize Draw Date.
6. All defined terms not defined within these Rules are defined in the attached schedule.

### Eligibility

7. To be eligible to enter the Promotion (and so be an "**Entrant**"), an individual must:
  - (a) be a resident of Queensland; and
  - (b) complete and submit a Valid Entry (see Rule 10) during the Promotion Period.
8. The Promoter, Retail First Pty Ltd, retailers of the Centre and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to enter the Promotion. "**Immediate Family Members**" means any spouse, child, de facto or any other family member residing at the same premises as that person.
9. An individual may enter the Promotion as many times as he or she wishes, provided these Rules are complied with.

### Entry Forms

10. The Promoter's official entry form (Entry Form) is available during the Promotion Period at the Centre Website.
11. To submit a valid entry ("**Valid Entry**"), an individual must:
  - (a) Complete and submit an Entry Form at the Centre Website
  - (b) Include the Entrant's full name, telephone number, email address and suburb of residence on the Entry Form; and
  - (c) Comply with all instructions on the Centre Website.
12. On completing and submitting a Valid Entry, an Entrant will be eligible for the Prize Draw as defined under these Rules.
13. Each Valid Entry will be gathered into an electronic database ("**Competition Database**").

## Prize

14. The value of the Prize is accurate at the Promotion Commencement Date. The Promoter accepts no responsibility for any variation in the value of the Prize.
15. The Prize is at the sole discretion of the Promoter and is subject to availability. If for any reason the Prize is not available, the Promoter reserves the right to substitute another item for it, at its sole discretion, of equal or higher value.
16. All ancillary costs associated with the Prize, except for those which are expressly included in the description of the Prize, are the responsibility of the Winner as defined under these Rules.
17. The Prize is not transferrable or exchangeable and cannot be redeemed in cash.
18. Any complaints about the Prize must be resolved directly with the Prize Supplier.

## Prize Draw

19. A Valid Entry will be selected at random from the Competition Database ("**Prize Draw**"). The Entrant whose name appears on the selected Valid Entry will win the Prize ("**Winner**").
20. The Winner will be notified after the Prize Draw by either telephone or email.
21. The Winner must claim their Prize from the Centre's management office.
22. If the Winner is under the age of 18 years, the Winner's guardian must accompany the Winner at the time of claiming the prize and, if required by the Centre, must sign an acknowledgment form confirming the identity of the Winner and the claiming of the Prize by the Winner.
23. To be able to claim the Prize, the Winner (or, the Winner's guardian) must provide a copy of a Government issued identification card containing a photograph of the Winner (or the Winner's guardian) as proof of the Winner's (or the Winner's guardian's) identity and age.
24. If the Prize is unclaimed, it will be dealt with as directed by the Queensland Office of Gaming Regulation in accordance with the *Charitable and Non-Profit Gaming Act 1999*.
25. The Winner's surname, first initial and suburb of residence will be published on the Centre Website and the Centre Facebook Page.

## General

26. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion.
27. The Promoter's decision in respect of all aspects of the Promotion is final and binding on all participating individuals and no correspondence will be entered into.
28. The Promoter will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising from any person's negligence) in connection with the Promotion and/or any aspect of the Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The Promotion is in not sponsored, endorsed, administered by or associated with Facebook.

30. All participating individuals are responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the Promotion or receipt of the Prize. If participation in the Promotion or receipt of the Prize involves a taxable supply being made, then the participating individual is responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
31. The collection, use and disclosure of personal information in connection with the Promotion is governed by the Promoter's privacy notice (which is available from the Promoter) and these Rules. To change or modify personal details on the Promoter's records, please contact the Promoter.
32. All participating individuals acknowledge that their personal information is being provided to the Promoter and not to Facebook.
33. By completing and submitting an Entry Form, all participating individuals consent to their personal information being entered onto a database, which may be made available to the Promoter for marketing purposes relating to the promotion of the Centre and retailers located in the Centre. If the participating individual is under the age of 18 years and his or her guardian:
  - (a) completes and submits an Entry Form on behalf of the individual; or
  - (b) consents to the individual completing and submitting an Entry Form,then the guardian is deemed to have consented to the participating individual's personal information being entered such a database.
34. All participating individuals agree (if required) to have their name and photograph used for advertising purposes and/or to take part in promotional activities including, without limitation, being interviewed by television, radio and/or other mediums for public broadcast.
35. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
36. If the Promoter enters into the Promotion in its capacity as trustee of a trust ("**Trust**"):
  - (a) the Promoter may not be sued in any capacity other than as the trustee of the Trust; and
  - (b) any liability of the Promoter arising under or in connection with the Promotion is limited to the amount the Promoter actually receives in the exercise of its right of indemnity from the property of the Trust.

### SCHEDULE

<b>Promotion</b>	\$200 Kmart Gift Card Giveaway
<b>Promoter</b>	Stafford City
<b>Centre</b>	Stafford City
<b>Promotion Commencement Date</b>	Wednesday 10 July 2019.
<b>Promotion End Date</b>	Saturday 31 August 2019.
<b>Prize Draw Date</b>	Monday 2 September 2019.
<b>Centre Website</b>	<a href="http://www.staffordcity.com.au">www.staffordcity.com.au</a>
<b>Prize</b>	\$200 Kmart Gift Card
<b>Prize Supplier</b>	Stafford City / Kmart