



<b>Client</b>	Capalaba Park Shopping Centre
<b>Job number</b>	CPK001
<b>Job</b>	Ts & Cs for Scratchie Card comp
<b>Date</b>	4 Nov 2021

## Shop & Win at Capalaba Park

### SCHEDULE

#### Eligible States:

Queensland only (no permit required)

#### Promotion period

Start: 09 December 2021 8:30 AM AEST

End: 23 Dec 2021 5:30 PM AEST

No entries will be accepted outside this time.

#### Promoter

Capalaba Park Shopping Centre, RetailFirst

ABN: 40 885 046 651

7-45 Redland Bay Road, Capalaba QLD 4157

#### Eligible entrants

Entry to the Promotion is open to Australian residents in the state of Queensland who fulfil the method of entry requirements and are 18 years of age or older.

#### Details of prizes

1. 6x \$50 Centre Gift Cards (Centre Management)
2. 1x \$500 Centre Gift Card (Centre Management)
3. 1x \$200 Centre Gift Card (Centre Management)
4. 1x Nintendo Switch Lite (EB Games)
5. \$300 Luggage Voucher (Esse Jay)
6. 10x \$20 Gift Cards (Games World)
7. 5x Leg Hams (Fresh Sensations)
8. 10x Chicken Macadamia Rolls (Lenard's Ready To Go Store)
9. 50x Standard 6" Subway Roll (Subway Capalaba Park)
10. 50x Sushi Roll (Sushi Line)
11. 50x Sushi Roll (Sushi Soku)
12. 10x Charging Cables (PTC Mobile)
13. 2x Facial Treatment (Ella Bache Capalaba)
14. 750x Capalaba Park Enviro Bags (Centre Management)
15. 1x \$200 Jewellery Voucher (Showcase Jewellers)
16. 50x Junior Boost Juice - Tropical or Berry (Boost Capalaba Park)
17. 50x Tang Cha Milk Tea (Tang Cha)
18. 3x Dusk Candle (Dusk Capalaba Park)
19. 200x Sml Hot Beverage (Zarraffas Capalaba Park)
20. 200x Sml Hot Beverage (The Coffee Club Capalaba Park)
21. 200x Sml Hot Beverage (The Green Double Decker Capalaba Park)

2nd Chance draw: 1x \$200.00 Capalaba Park Gift card

All gift vouchers and prizes are valid for 36 months from date of issue. All gift vouchers and product offers must be redeemed within Capalaba Park Shopping Centre within 3 months following the promotion period.

Total number of prizes: 1,652

**Total prize value:**

Total prize pool (inc GST): \$11,419 incl. GST

**Method of entry:**

Spend a total of \$10 in Specialty stores or \$50 in Majors across any of the retailers within Capalaba Park Shopping Centre in the same day to receive ONE Capalaba Park instant scratch card from the Shop & Win booth located near Coles (10am to 2pm daily).

You can use only one receipt towards your \$10/\$50 total for the one day. For each receipt for that day, the purchaser will receive ONE Capalaba Park instant scratch card.

**Publishing of Winners:**

Prize winners for the major prizes winners (prize value over \$200) may be published on capalabapark.com.au by 23 December 2021. Prize winners of the major prize may be required to have their photo taken for social media and promotional purposes.

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**Terms & Conditions of entry**

1. Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible State (Queensland) who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers and external agencies) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.
3. The Promotion will be conducted during the Promotion period. To be valid, each receipt for a Purchase must be dated and timestamped within the Promotion Period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. To claim your instant scratch it card, take your eligible receipts to the Scratch N Win booth (located near Coles) (10am to 2pm daily).
8. All Instant win prizes from the advertised prize pool will be distributed during the promotion period and must be claimed within 3 months of the date of issue.
9. All eligible and bona fide Instant win prize claims will be honoured and distributed regardless of any quality control errors that may occur, even if this results in prizes being awarded in excess of the advertised total prize value.
10. All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
11. Entrants agree to comply with any conditions which accompany the Voucher. The vouchers must be redeemed within Capalaba Park Shopping Centre.
12. All winners must organise their own collection of prizes from Capalaba Park Shopping Centre.

13. Entrants may enter the Promotion multiple times during the Promotion Period, provided that for each entry in the Promotion the Entrant provides a legible, complete, receipt for a Purchase during the Promotion Period and complies with these Terms and Conditions.
14. Receipts from partial lay-bys, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills), alcohol, tobacco, TAB and Lotto, or which are otherwise indecipherable or incomplete will not be accepted as receipts for the purpose of entry into the Promotion.
15. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
16. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
17. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
18. The time of entry will be deemed to be the time the entry is received by the Promoter.
19. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
20. The winner(s) of a major prize must report to Centre Management to redeem their prize within 3 months from the date of issue and comply with any conditions of this prize as noted on the voucher.
21. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
22. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
24. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
25. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
26. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

27. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
31. By entering the Promotion, each Entrant licenses and grants the Promoter and its affiliates and sub-licensees a non-exclusive, royalty-free, fee-free, perpetual, worldwide, irrevocable right to use, reproduce, publish, modify, adapt and display their entry for any purpose, and in any media, including but not limited to future promotional, publicity and marketing purposes, without payment or compensation restriction on use, attribution or liability.
32. Each Entrant consents to the Promoter using their name, likeness, image and/or voice in any medium, worldwide, for an unlimited period of time, without remuneration.
33. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
34. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
35. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
36. Facebook, YouTube, and or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, or Instagram; and to release Facebook, YouTube, or Instagram, from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, or Instagram.

**Further Information**

For further information regarding the Terms and Conditions please contact the Promoter's Centre Management.