

## **“WIN A DYSON FOR CHRISTMAS!”**

### **COMPETITION TERMS AND CONDITIONS**

1. These official rules ("**Rules**") apply to the "WIN A DYSON FOR CHRISTMAS!" ("**Promotion**") conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844) as trustee of the Fu Family Trust ("**YFG**") and Trondage Enterprises Pty Ltd (ACN 067 120 370) of c/- Retail First Pty Ltd, 59 Albany Creek Road, Aspley, Queensland 4034 ("**Promoter**") for Aspley Hypermarket ("**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 9:00am on Monday 2nd December 2019 and ends at 12:00pm on Friday 20<sup>th</sup> December 2019 with the "**Prize Draw**" taking place on Friday 20<sup>th</sup> December 2019 at 12:00pm ("**Promotion Period**").

#### **Eligibility**

5. To be eligible to enter the Promotion (and so be an "**Entrant**") an individual must be an Australian resident and make an Eligible Transaction.

#### **Eligible Transaction**

6. An "**Eligible Transaction**" is a purchase:
  - (a) of any goods or services, but these must not be:
    - (i) Tobacco Products; or
    - (ii) Gaming Products; or
    - (iii) Gift Cards; or
    - (iv) deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
    - (v) telephone, internet or mobile phone calling cards or credit cards; or
    - (vi) payments for registrations (e.g. motor vehicle registration), payments for services (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates and subscriptions (eg. ambulance subscriptions); and
  - (b) for the amount of:
    - (i) \$5.00 or more at any Specialty Retailer (includes Mr Toys Toyworld); or
    - (ii) \$20.00 or more at Kmart, Coles, Woolworths or ALDI; and
  - (c) made during the Promotion Period.
7. A purchase of an item on lay-by will be deemed to be one Eligible Transaction only upon completion of the lay-by, if the purchase otherwise would qualify as an Eligible Transaction. To remove any doubt, the final lay-by instalment payment must be made during the Promotion Period.
8. A "**Gift Card**" is a card that is exchangeable for goods and services from a retailer in the Centre.

9. A “**Tobacco Product**” includes:
- (a) tobacco (in any form); or
  - (b) any product (for example a cigar or cigarette):
    - (i) that contains tobacco as its main or a substantial ingredient; and
    - (ii) that is designed or intended for human consumption or use; and
    - (iii) that is not included in the Australian Register of Therapeutic Goods maintained under the *Therapeutic Goods Act 1989 (Cth)*; or
  - (c) a cigarette paper, cigarette roller or pipe.
10. A “**Gaming Product**” includes:
- (a) a lottery ticket under the *Lotteries Act 1997 (Qld)*;
  - (b) a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or
  - (c) a voucher or other acknowledgement for playing:
    - (i) a game under the *Casino Control Act 1982 (Qld)*;
    - (ii) a gaming machine under the *Gaming Machine Act 1991 (Qld)*; or
    - (iii) an approved keno game under the *Keno Act 1996 (Qld)*;
  - (d) a ticket or other acknowledgement for a bet under the *Wagering Act 1998 (Qld)*.
11. A “**Participating Retailer**” refers to Specialty Retailers and the Kmart, Coles, ALDI, Woolworths and Mr Toys Toyworld stores in the Centre.
12. A “**Specialty Retailer**” refers to all retailers in the Centre except Kmart, Coles, Woolworths and ALDI.
13. An Eligible Transaction must be evidenced by a “**Valid Receipt**” being an original official receipt from a Participating Retailer that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name.
14. For the avoidance of doubt, an individual will be entitled to 1 Entry Form for each Valid Receipt i.e. where a Valid Receipt from a Specialty Retailer evidences an Eligible Transaction totaling \$60.00, the individual will only be entitled to 1 Entry Form.
15. The Promoter, Participating Retailers and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to enter the Promotion. “**Immediate Family Member**” means any spouse, child, defacto or any other family member residing at the same premises as that person.
16. Despite Rule 15, the employees of a Participating Retailer (“**Centre Staff Members**”) and their Immediate Family Members are eligible to enter the Promotion provided that the Valid Receipt produced for the Entry Form has been obtained from a Participating Retailer other than the employer of the applicable Centre Staff Member.
17. An individual may enter the Promotion as many times as they wish, provided these Rules are complied with.

#### **Prize Draw**

18. An Entrant will be entitled to one of the Promoter’s official entry forms (“**Entry Form**”) for each Eligible Transaction.
19. To obtain an Entry Form an Entrant must present their Valid Receipt to a Participating Retailer.
20. Participating Retailers have the right to refuse to accept a Valid Receipt and to provide an Entry Form if they believe that an individual who is presenting a Valid Receipt was not the individual who entered into the Eligible Transaction evidenced by the Valid Receipt.

21. To enter the Prize Draw and be eligible for a Prize, an Entrant must complete the Entry Form and lodge the completed Entry Form in the Promoter's official entry barrel or similar device ("**Entry Barrel**") located in Centre Court during the Promotion Period.
22. To be a valid entry ("**Valid Entry**") the Entry Form must:
  - (a) be on an original official Entry Form (issued during the Promotion Period) or Bonus Entry - photocopies will not be eligible to win a Prize; and
  - (b) include the Entrant's full name, telephone number, email address and suburb of residence, which must be complete and legible.
23. On lodgement of a Valid Entry in accordance with these Rules, an Entrant will be eligible for the prize draw ("**Prize Draw**") (see Rule 25).

#### **Prizes**

24. The total available prize pool for the Promotion is (at prices applicable as at November 2019 and subject to variation) AUD \$1,895.00, comprising of the following:

Description of Prize	Value of Prize
5 x Dyson V7 Motorhead Cordless Vacuum (" <b>Prize</b> ").	\$1,895.00

#### **Prize Draw**

25. The Prize Draw will be held by the Promoter's customer representative at the Entry Barrel on Friday 20<sup>th</sup> December 2019 at 12:00pm.

#### **Drawing of Prizes**

26. The Entrant whose name appears on the first Valid Entry randomly drawn at The Prize Draw will win the Prize for that Prize Draw ("**Winner**"). The Winner of each Prize Draw will win one (1) Dyson V7 Motorhead Cordless Vacuum ("**Prize**").
27. If a Valid Entry has two or more individuals names recorded as the Entrant, the Winner will be the individual whose name appears first on the Valid Entry drawn.
28. The Entry Barrel will not be emptied after each Prize Draw.
29. A Winner need not attend a Prize Draw to claim a Prize. Winners will be notified after each Prize Draw by telephone or email.
30. To be able to collect a Prize each Winner must provide a copy of a Government issued identification card containing a photograph of the Winner as proof of Winner's identity and age.
31. If a Winner is under the age of 18 years, an adult guardian must accompany the Winner at the time of collection of the Prize. If requested by the Promoter or its representative, the adult guardian will be required to sign an acknowledgement confirming the identity of the Winner and the collection of the Prize by the Winner.
32. Each Winner must claim their Prize from the Aspley Hypermarket Centre Management office between 8:30am and 5:30pm, Monday and Friday unless they are in attendance at the Prize Draw, given which they can redeem their prize immediately.
33. If any of the Prizes are unclaimed within a period of 3 months after the Prize Draw and despite every reasonable effort made by the Promoter and its representatives the Winner(s) cannot be located, then a new Winner will be drawn for the unclaimed Prize(s).

## General

34. The Prizes are not transferrable or exchangeable and cannot be taken as cash. The Promoter and its representatives accept no responsibility for any variation in the value of a Prize. If for any reason a Prize is not available, the Promoter reserves the right to substitute another item for it, in their sole discretion of equal or higher value.
35. 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.
36. 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.
37. 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 a Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
38. 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 a Prize (if any). If participation in the Promotion or receipt of a 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.
39. 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.
40. By depositing an Entry Form and/or the Bonus Entry in the Entry Barrel, 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, the participating individual's parent, adult guardian or adult having the control and supervision of the participating individual is deemed to have consented to the participating individual's personal information being entered onto such database by signing the Entry Form.
41. 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.
42. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
43. YFG enters into this Promotion only in its capacity as trustee of the Fu Family Trust ("the **Trust**") and in no other capacity. A liability of YFG arising under or in connection with this Promotion is limited to the amount YFG actually receives in the exercise of its right of indemnity from the property of the Trust.
44. YFG may not be sued in any capacity other than as the trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to YFG or prove in any liquidation, administration or arrangement of or affecting YFG (except in relation to property of the Trust).