

**“SPEND AND WIN: Win the Ultimate Summer BBQ Kit”  
COMPETITION TERMS AND CONDITIONS**

1. These official rules ("**Rules**") apply to the “SPEND AND WIN “Win the Ultimate Summer Setting” competition (“**Promotion**”) conducted by Trondage United Pty Ltd (ACN 163 695 065) as trustee of Lin Family Trust No. 2 (“**Trondage**”) of c/- Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 (“**Promoter**”) for Peninsula Fair Shopping 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 to the Shopping Centre 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 12.00pm on Friday 1 October and ends on 6pm Friday 12 November 2021 (“**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 from a Participating Retailer:
  - (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 Minimum Spend (see Rule 12); and
  - (c) made during the Promotion Period.
7. A “**Gift Card**” is a card that is exchangeable for goods and services from a Participating Retailer.
8. 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.

9. 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)*.
10. A “**Participating Retailer**” refers to all participating retailers in the Centre excluding Banks and Services whereby an immediate transaction does not take place.
11. 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.
12. A Valid Receipt must show an amount of at least \$20.00 (“**Minimum Spend**”) at Hoyts or any Specialty Store (excluding Banks and Services) or \$20.00 (“**Minimum Spend**”) at Kmart or Coles.
13. 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.

#### **Entry**

14. An Entrant will be entitled to one of the Promoter’s official entry forms (“**Entry Form**”) for each Eligible Transaction.
15. One entry per one receipt. Customers may enter as many times as they like over the competition period.
16. An Entrant must obtain an Entry Form from a Participating Retailer at the time of entering into an Eligible Transaction or by presenting a Participating Retailer with a Valid Receipt
17. The Promoter and/or a Participating Retailer 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.
18. To enter the competition, a completed and valid entry form but me placed in the entry box outside Coles prior to 6pm on Friday 29 November.
19. To be a valid entry (“**Valid Entry**”) the Entry Form must:
  - (a) be an original - 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.

#### **Prize**

20. The gifts (**prizes**) comprise of a Family Weber Q and \$500 Kmart Gift Cards for six winners.
21. The brand of goods constituting the Prize is at the sole discretion of the Promoter and is subject to availability.
22. The value of the Prize is accurate as at the commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in the value of the Prize after that date. If for any reason one of the Prizes is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value.

## General

23. The Prize is not transferrable or exchangeable.
24. 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.
25. 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.
26. 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).
27. 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 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.
28. 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.
29. By depositing an Entry Form 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.
30. 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.
31. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
32. Trondage enters into this Promotion only in its capacity as trustee of Lin Family Trust No. 2 ("**Trondage Trust**") and in no other capacity. A liability of Trondage arising under or in connection with this Promotion is limited to the amount Trondage actually receives in the exercise of its right of indemnity from the property of the Trondage Trust.
33. Trondage may not be sued in any capacity other than as the trustee of the Trondage Trust, including seeking the appointment of a receiver (except in relation to property of the Trondage Trust), a liquidator, an administrator or any similar person to Trondage or prove in any liquidation, administration or arrangement of or affecting Trondage (except in relation to property of the Trondage Trust).