



“MOTHER’S DAY SPEND AND WIN 2024” COMPETITION TERMS AND CONDITIONS

1. These official rules (“**Rules**”) apply to the “Mother’s Day Spend and Win” competition (“**Promotion**”) conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844 as trustee for the Fu Family Trust) and Trondage United Pty Ltd (ACN 163 695 065) as trustee for the Lin Family Trust No 2 c/- Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 (“**Promoter**”) for Peninsula Fair Centre (“**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 Tuesday 23 April 2024 and ends at 5.00pm on Sunday 12 May 2024 (“**Promotion Period**”).

Eligibility

5. To be eligible to enter the Promotion (and so be an “**Entrant**”) an individual must be a Queensland resident aged 18 or over and must make an Eligible Transaction.

Eligible Transaction

6. An “**Eligible Transaction**” is a purchase from a Participating Store made during the Promotion Period:
 - (a) of any goods or services, but these must not be:
 - (i) Tobacco Products; or
 - (ii) Gaming Products; or
 - (iii) Gift Cards; or
 - (iv) goods purchased pursuant to a prescription; or
 - (v) deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
 - (vi) telephone, internet or mobile phone calling cards or credit cards; or
 - (vii) 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;
 - (viii) products that have been returned for a refund,
 - (b) which is valued at:
 - (i) \$20 or more where the Participating Store is a Specialty Store; or
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 “**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 “**Gift Card**” is a card that is exchangeable for goods and services from a Participating Store.
11. A “**Participating Store**” refers all retailers in the Centre who are participating in the Promotion, including any store operated by the Promoter as at the commencement of the Promotion Period or a store which may open and commence trade during the Promotion Period.
12. A “**Major Store**” is Coles and Kmart.
13. A “**Specialty Store**” is a Participating Store that is not a Major Store.
14. An Eligible Transaction must be evidenced by an original official receipt from a Participating Store that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name (“**Valid Receipt**”).
15. For the avoidance of doubt, an individual will only be entitled to one (1) Entry Form for each Valid Receipt.
16. The Promoter’s officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to enter the Promotion. An “**Immediate Family Member**” means any spouse, child, defacto or any other family member residing at the same premises as that person.
17. An individual may enter the Promotion as many times as they wish, provided these Rules are complied with.

Entry

18. An Entrant will be entitled to one (1) of the Promoter’s official entry forms (“**Entry Form**”) for each Eligible Transaction.
19. An Entrant must obtain an Entry Form from a Participating Store at the time of entering into an Eligible Transaction or by presenting a Participating Store with a Valid Receipt for which an Entry Form has not already been issued.
20. The Promoter and/or a Participating Store has the right to refuse to accept a Valid Receipt and to provide an Entry Form if they believe that:
 - (a) an individual who is presenting a Valid Receipt was not the individual who entered into the Eligible Transaction evidenced by the Valid Receipt; or
 - (b) an individual who is presenting a Valid Receipt has already obtained an Entry Form for the same Eligible Transaction evidenced by the Valid Receipt.
21. To enter and be eligible for a Prize, an Entrant must complete an Entry Form and lodge the completed Entry Form in the Promoter’s official entry barrel or similar device (“**Entry Barrel**”) located on the website competition entry page before 5pm on Sunday 12 May 2024.
22. 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.
23. On lodgement of a Valid Entry in accordance with these Rules, an Entrant will be eligible for the Major Prize Draw and any Minor Prize Draw which has not yet been drawn.
24. Entrants must retain their Valid Receipts for verification purposes.

Prize

25. The total available prize pool for the Promotion is \$1500 (including GST).
26. The Prize is comprised of the following individual prizes to be drawn once in order on the Prize Draw Date:

Prize	Value
First Prize	\$400
Second Prize	\$375
Third Prize	\$250
Fourth Prize	\$250
Fifth Prize	\$225

("Prize" together and separately as the context requires).

Prize Draw

27. The Prize Draw will be conducted by the Promoter's customer representative:
- (a) after collecting all submitted entries in the Entry Barrel/s located and emptying them into the Promoter's official prize barrel or similar device ("**Prize Barrel**"); and
 - (b) by drawing consecutive Entry Forms from the Prize Barrel on the Prize Draw Date.
28. If an Entry Form is drawn and it is not a Valid Entry, a replacement Entry Form will be drawn in its place.
29. The Prize Draw Date is [INSERT].

Drawing of Prizes

30. The Entrant whose name appears on:
- (a) the first Valid Entry randomly drawn at each Prize Draw – will win the First Prize;
 - (b) the second Valid Entry randomly drawn at each Prize Draw – will win the Second Prize; and
 - (c) the third Valid Entry randomly drawn at each Prize Draw – will win the Third Prize,
 - (d) the fourth Valid Entry randomly drawn at each Prize Draw – will win the Fourth Prize,
 - (e) the fifth Valid Entry randomly drawn at each Prize Draw – will win the Fifth Prize
- for that Prize Draw Date as listed in the table in Rule 26. Each of those persons is (separately and together) a "**Winner**".
31. If a Valid Entry has two or more individuals names recorded as the Entrant, the Minor Prize Winner will be the individual whose name appears first on the Valid Entry drawn.
32. The Winners need not attend the Prize Draw to claim the Prize. The Winners will be notified after the Prize Draw by telephone or email.

General

33. To be able to collect a Prize the Winner must provide a copy of a Government issued identification card containing a photograph of the Winner as proof of the Winner's identity and age.
34. The Winner must claim the Prize in person from the Centre Management Office at the Centre.
35. 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*.
36. The Winners' names will be published on the Promoter's Facebook page and the Centre website.
37. The Prize is not transferrable or exchangeable.
38. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
39. In the event of war, terrorism, state of emergency or disaster, or to comply with any Federal or State government pandemic directions or COVID Safe plan, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion.
40. 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.

41. 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).
42. 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.
43. The collection, use and disclosure of personal information in connection with the Promotion is governed by the Promoter's privacy policy (which is available from the Promoter) and these Rules. To change or modify personal details on the Promoter's records, please contact the Promoter.
44. By depositing an Entry Form in the Entry Barrel, all Entrants 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 Promoter and/or the Centre.
45. The Promoter may use the personal information to assist the Promoter in improving goods and services provided to customers of the Centre and to contact the Entrants in the future with information on special offers or to provide entrants with marketing materials via any medium including (without limitation) email, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the Entrant with special offers. By entering the Promotion, an Entrant agrees that the Promoter may use the Entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the relevant email, SMS or MMS.
46. 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. The photographs will remain the property of the Promoter.
47. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
48. The Promotion is being run and conducted solely by the Promoter for the Promoter's benefit.
49. YFG Shopping Centres Pty Ltd (ACN 056 974 844) 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 Shopping Centres Pty Ltd (ACN 056 974 844) arising under or in connection with this Promotion is limited to the amount YFG Shopping Centres Pty Ltd (ACN 056 974 844) actually receives in the exercise of its right of indemnity from the property of the Trust.
50. YFG Shopping Centres Pty Ltd (ACN 056 974 844) 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 Shopping Centres Pty Ltd (ACN 056 974 844) or prove in any liquidation, administration or arrangement of or affecting YFG Shopping Centres Pty Ltd (ACN 056 974 844) (except in relation to property of the Trust).
51. Trondage United Pty Ltd (ACN 163 695 065) enters into this Promotion only in its capacity as trustee of Lin Family Trust No.2 ("the **Trondage Trust**") and in no other capacity. A liability of Trondage United Pty Ltd (ACN 163 695 065) arising under or in connection with this Promotion is limited to the amount Trondage United Pty Ltd (ACN 163 695 065) actually receives in the exercise of its right of indemnity from the property of the Trondage Trust.
52. Trondage United Pty Ltd (ACN 163 695 065) 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 United Pty Ltd (ACN 163 695 065) or prove in any liquidation,

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administration or arrangement of or affecting Trondage United Pty Ltd (ACN 163 695 065)
(except in relation to property of the Trust).