



“WIN A SUNNYBANK FOODIE EXPERIENCE” COMPETITION TERMS AND CONDITIONS

1. These official rules (“**Rules**”) apply to the “Win a Sunnybank Foodie Experience” (“**Promotion**”) conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844) (“**YFG**”) as trustee of the Fu Family Trust of c/- Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 (“**Promoter**”) for Sunnybank Plaza Shopping 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.

Background

4. The Promotion commences at 12:00am on Tuesday 20 November, 2018 and ends at 12.00am on Sunday 9 December, 2018 (“**Promotion Period**”).
5. The Promotion consists of one individual prize (“**Prize**”), to be chosen by the winner from the following options:
 - (a) one AUD \$600.00 Experience Sunnybank voucher; and
 - (b) one AUD \$200.00 HOYTS voucher.or
 - (c) one private dining Experience with Tony Ching valued at \$800
6. The total available prize pool is AUD \$800.00.
7. HOYTS means the HOYTS Corporation Pty Ltd ABN 31 006 082 55 (“**HOYTS**”).

Eligibility

8. To be eligible to enter the Promotion (and so be an “**Entrant**”) an individual must:
 - (a) be an Australian resident; and
 - (b) follow [@experiencesunnybank](https://www.instagram.com/experiencesunnybank/) on Instagram <https://www.instagram.com/experiencesunnybank/> (“**Entry Form**”) (“**Experience Sunnybank Instagram**”).
9. The following individuals are not eligible to enter the Promotion:
 - (d) the Promoter and its officeholders, employees, agents, contractors and their Immediate Family Members;
 - (e) Retail First Pty Ltd and its officeholders, employees, agents, contractors and their Immediate Family Members; and
 - (f) officeholders, employees, agents, contractors and/or related parties of any retailer at the Centre.
10. “**Immediate Family Member**” means any spouse, child, defacto or any other family member residing at the same premises as that person.

11. Subject to rule **Error! Reference source not found.**, an individual may only enter the Promotion once. If an individual enters the Promotion more than once the Promoter may at its discretion discard any additional entries.

Entry in Prize Draw

12. To be eligible to win a Prize, an Entrant must complete all steps outlined in the Entry Form.
13. To be a valid entry ("**Valid Entry**") the entry must contain all information specified in the Entry Form.
14. An entry will not be considered a Valid Entry if it contains material or language that the Promoter in its sole discretion deems to be offensive.
15. On lodgement of a Valid Entry in accordance with these Rules, an Entrant will be eligible to win the Prize.

Drawing of Prizes

16. The drawing of the Prize ("**Prize Draw**") will take place on Monday, 10 December 2018. The Prize Draw will be a single draw.
17. An Entrant will be selected randomly from the Experience Sunnybank Instagram followers registered at the time of the prize draw. Instagram Account received by the Promoter during the Promotion Period.
18. The Entrant selected pursuant to rule 16 will:
 - (a) win the Prize; and
 - (b) be the "**Prize Winner**".
19. The Prize Winner need not attend the Prize Draw to claim the Prize. The Prize Winner will be notified after the Prize Draw by telephone and/or email.
20. The Prize Winner's names will be published on the Promoter's website and Facebook page and the Prize Winner consents to same.
21. To be able to collect the Prize the Prize Winner must (if required by the Promoter or its representative) provide a copy of a Government issued identification card containing a photograph of the Prize Winner as proof of the Prize Winner's identity and age.
22. The Prize Winners must claim the Prizes from the Centre's management office during normal office hours and must sign an acknowledgement of receipt of the Prize. If a Prize Winner is under the age of 18 then a parent or guardian must accompany the Prize Winner and sign the acknowledgement on behalf of the Prize Winner.
23. 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*.

General

24. The random selection of the Prize Winner will be by a computer program, and is not subject to challenge by any entrant.
25. If any part of the Prize comprises a card or voucher that is exchangeable for goods and services from a retailer within the Centre ("**Gift Card**"):
 - (a) the Gift Card:
 - i. must be redeemed at the specified retailer for goods and services provided by that retailer;
 - ii. may have a specific expiry date by which point the Gift Card must be redeemed or it will expire and be forfeited;
 - iii. will have its own individual terms and conditions which apply to its use which must be read and carefully complied with in order to redeem the Gift Card;
 - iv. will be forfeited by the Prize Winner in circumstances where the value of the Gift Card exceeds the value of the goods and services purchased and there is credit remaining on the Gift Card after the purchase;
 - v. may only be used to make purchases up to the value stated on the Gift Card, and if the Prize Winner wishes to make a purchase for an amount exceeding the

- value, the Prize Winner must pay the excess using another payment method accepted by the retailer;
- (b) any complaints about goods or services purchased with a Gift Card must be resolved directly with the retailer;
 - (c) the Prize Winner will be responsible for the use and safety of the Gift Card;
 - (d) the Promoter is not liable for any lost or stolen Gift Cards;
 - (e) the Promoter, its representatives and retailers in the Centre accept no responsibility for any variation in the value of a Gift Card; and
 - (f) if for any reason a Gift Card comprising part of the Prize is not available, the Promoter reserves the right for itself and/or the retailer to substitute another item for it, in its sole discretion, of equal or higher value.
26. The Prize is not transferrable or exchangeable and cannot be taken as cash.
27. 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.
28. 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.
29. 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).
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 any). If participation in the Promotion or receipt of a 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. By submitting a Valid Entry, 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.
33. 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.
34. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
35. 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.
36. 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).
37. All Entrants agree, by submitting a Valid Entry and entering the Promotion, that Facebook 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 agree to release Facebook in connection with any liability associated with the Promotion.

38. All Entrants acknowledge and agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.