

**“WIN IN THE YEAR OF THE RAT”
COMPETITION TERMS AND CONDITIONS**

1. These official rules (“**Rules**”) apply to “Win in the Year of the Rat” (“**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 and Sunny Park 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.
4. The Promotion commences at 9:00am on Wednesday 22 January, 2020 and ends at 8.00pm on Saturday 29 February, 2020 (“**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 (of no minimum value):
 - (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); or
 - (vii) purchases of fuel; or
 - (viii) prescriptions; or
 - (ix) eye examinations; or
 - (x) telephone or data sales or contracts for telephone accessories or products which include telephone or data credit; and
 - (b) 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 Participating Retailer.

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**” means a retailer in the Centre which elects to participate in the Promotion, provided however that any retailer can, at any time before or during the Promotion Period, withdraw from participating in the Promotion.
12. An Eligible Transaction must be evidenced by a “**Valid Receipt**” being an original official store docket 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.
13. The Promoter, Participating Retailers, Retail First Pty Ltd 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.
14. An individual may enter the Promotion as many times as they wish, provided these Rules are complied with.

Entry

15. An Entrant will be entitled to one of the Promoter’s official entry forms (“**Entry Form**”) for each Eligible Transaction.
16. To obtain an Entry Form an Entrant must present their Valid Receipt to:
- (a) staff at Centre Management; or
 - (b) selected Participating Retailers.
17. The Promoter has 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, and/or if they believe the Valid Receipt has previously been presented in order to obtain an Entry Form.
18. To enter the Prize Draw and be eligible for the 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 in the Sunnybank Plaza main mall during the Promotion Period.
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.
20. On lodgement of a Valid Entry in accordance with these Rules, an Entrant will be eligible for the prize draw (“**Prize Draw**”) (see Rule 26).

Prize

21. The prize for the Promotion is valued at \$5,210.00.00 comprised of the following:

Description

- Two (2) flight tickets to anywhere in Asia with EVA Air up to the value of \$1,605.00 each (**EVA Tickets**)
- A \$1,500.00 All Way Travel gift certificate (**All Way Travel Gift Certificate**)
- \$500 spending money

TOTAL

\$5,210.00

22. The Prizes are not exchangeable for any other goods or services and cannot be taken as cash.
23. The EVA Tickets must be booked on or before 30 September, 2020. Bookings are to be made directly with the EVA Air Brisbane Office. Travel restrictions also apply during designated periods as advised by EVA Air.
24. Use of the All Way Travel Gift Card also comprising the Prize is subject to any terms and conditions imposed by the issuing entity.
25. The Promoter accepts no responsibility if the Winner of the Prize:
- (a) fails to book the EVA Tickets within the timeframe provided in these terms and conditions; and/or
 - (b) does not use the All Way Travel gift card comprising the Prize before the expiry date.

Drawing of Prizes

26. The drawing of the Prize will take place at 8.15pm (or thereabouts) on Saturday 29 February, 2020 at the Lunar New Year Rooftop party event at the Centre.
27. The person whose name appears on the first Valid Entry randomly drawn from the Entry Barrel will win the Prize ("**Winner**").
28. If an Entry Form has two or more individuals names recorded as the entrant, the Winner will be the name of the individual whose name appears first on the Valid Entry drawn.
29. The Winner need not attend the Prize Draw to claim the Prize. The Winner will be notified after the Prize Draw by either telephone, email or mail.
30. To be able to collect the 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.
31. If the Winner is under the age of 18 years, an adult guardian must accompany the Winner at the time of claiming 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. Winners must claim their Prize from the Centre's Management Office.
33. 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*.
34. The Winners' names will be published on the Sunnybank Plaza website and Facebook page.

General

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 the 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 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.
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 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.
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).