SUNNYBANK PLAZA SHOPPING CENTRE AND SUNNY PARK SHOPPING CENTRE

"SUNNYBANK FOOD TRAIL 2023 COMPETITION" PROMOTION TERMS AND CONDITIONS

- 1. These official rules ("Rules") apply to the "Sunnybank Food Trail 2023 Competition" promotion ("Promotion") conducted by the Promoter for Sunnybank Plaza Shopping Centre and Sunny Park Shopping Centre ("Centres").
- 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 Event Day is Saturday, 22 July 2023 ("Event Day").

Eligibility

- 5. To be eligible to enter the Promotion at least one individual named on the Entry Form must:
 - (a) be at least 18 years of age;
 - (b) be an Australian resident; and
 - (c) submit a Valid Entry.
- 6. A "Valid Entry" means an entry:
 - (a) on an original official Entry Form;
 - (b) completed legibly with the Entrant's name (not the name of a company, trust or other entity), email address, mobile telephone number, date of birth and postcode on the Entry Form; and
 - (c) submitted by an Entrant who:
 - is eligible to enter the Promotion;
 - accepts the privacy collection notice terms and conditions; and
 - opts in or out of receiving marketing communication from the Promoter.
- 7. "Information Stalls" means the information stalls located within the Centres.
- 8. The Promoter, Retail First Pty Ltd, retailers of the Centres and their respective officeholders, employees, agents, contractors, and their Immediate Family Members (including those living with such officeholders, employees, agents, and contractors) 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.

Entry

- 9. An individual who enters the Promotion ("Entrant") may enter the Promotion only once by completing a Valid Entry, provided these Rules are complied with.
- 10. If an Entrant enters more than one Entry Form or the Promoter believes (on reasonable grounds) that to be the case, then that Entrant will be disqualified from participating in the Promotion.
- 11. On or prior to the Event Day, official Food Trail flyer entry forms (each being an "Entry Form") will be available at the Information Stalls, or elsewhere in the Centres.
- 12. To enter the Promotion, Entrants must lodge a Valid Entry in any of the Promoter's official entry barrels or similar devices ("Entry Barrels") located at the Information Stalls, between the hours of 12.00pm (AEST) and 8.00pm (AEST) on the Event Day.

Prizes

13. The total prize pool for the Promotion is valued at \$8,700.00 comprised of the following (each being a "Prize"):

Description	Quantity	Total Value
FIRST PRIZE		
 Travel voucher for \$2,920 from EVA Air for one return flight to anywhere in Asia with EVA Air (EVA Ticket) 	2	AUS \$5,840.00
 All Way Travel gift certificate (All Way Travel Gift Voucher) 	1	AUS \$1,000.00
 Pre-paid VISA or other equivalent card, loaded with AUS \$500 (Travel Card) 	1	AUS \$500.00
BONUS PRIZES		
 One (1) of five (5) Experience Sunnybank Food Discovery Tour Passes for four (4) people, each valued at \$272 ("Experience Sunnybank Pass") 	5	AUS \$1,360.00
TOTAL PRIZE POOL		AUS \$8,700.00

- 14. The EVA Ticket is valid for economy class return flights from Brisbane to an Asian destination to which EVA Air flies, booked within three (3) months of the Event Day, with the flight journey to be completed within three (3) months of booking. Bookings are to be made direct with EVA Air. Travel restrictions also apply during designated periods as advised by the issuing entity and are strictly subject to EVA Air's terms and conditions (available from the Promoter on reasonable request).
- 18. The All Way Travel Gift Voucher must be redeemed within three (3) months of the Event Day, with travel to be completed within three (3) months of booking. Bookings are to be made direct with All Way Travel, Sunnybank Plaza and cannot be used for online bookings. All Way Travel's terms and conditions (available on the All Way Travel website www.allwaytravel.com.au) apply.
- 19. The Travel Card may be issued by any financial institution nominated by the Promoter.
- 20. No Prize may be taken as cash in lieu, transferred, endorsed or otherwise dealt with by the winner of a Prize.
- 21. The Travel Card will be available for collection only after the All Way Travel Gift Voucher has been redeemed.
- 22. The Experience Sunnybank Pass must be booked and the experience completed by 30 June 2024. Bookings are to be made direct with Experience Sunnybank and cannot be used for online bookings. Experience Sunnybank's terms and conditions (available on the Experience Sunnybank website www.experiencesunnybank.com.au) apply.
- 23. The Promoter accepts no responsibility if a winner of a Prize does not use the EVA Ticket, All Way Travel Gift Voucher, Travel Card or any other prize issued from the prize pool before any relevant expiry date. The Promoter will not exchange an expired voucher with a replacement voucher, or any other goods or service and the value of the expired voucher cannot be taken as cash.
- 24. Use of the EVA Ticket, All Way Travel Gift Voucher, Travel Card and any voucher comprising the Prize are subject to any terms and conditions imposed by the issuing entities, including any expiry dates.

Drawing of Prize

- 25. The Entry Forms from each Entry Barrel will be pooled together into one barrel or similar device for the Prize draw.
- 26. The drawing of the Prize ('**Prize Draw**') will take place between 9.00am and 5.00pm (AEST) on Thursday 27 July 2023 at Sunnybank Plaza Centre Management, Cnr Mains Rd & McCullough St, Sunnybank.
- 27. The person whose name appears on the first Valid Entry randomly drawn will win the First Prize. The persons whose names appears on the second, third, fourth, fifth and sixth Valid Entries randomly drawn will each respectively win one Bonus Prize (the First and Bonus Prize winners each being a "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. Each Winner will be notified after the Prize Draw by one of telephone, email, Instagram direct message, Facebook message or text message.
- 30. If an Entry Form is selected and it is not a Valid Entry, a replacement Entry Form will be selected at random in its place.
- 31. The results of the Promotion will be published on the Experience Sunnybank website at www.experiencesunnybank.com.au.
- 32. To be able to collect the Prize, a Winner must (if required by the Promoter) provide a copy of a Driver's Licence or Government issued identification card containing a photograph of the Winner as proof of the Winner's identity, age and place of residence.
- 33. The Prize does not include delivery. The Winner is responsible for collecting the Prize from the Centre Management Office at Sunnybank Plaza.
- 34. 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

- 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 Entrants 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 Entrants 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 the Prize involves a taxable supply being made, then the Entrant 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 Winner is responsible for all further costs of and incidental to collection, redemption and use of the Prize, including (without limitation) passport and visa arrangements and airport taxes.

- 40. The collection, use and disclosure of personal information in connection with the Promotion are 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.
- 41. In order to conduct this Promotion, the Promoter needs to collect personal information about each Entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the Entrant agrees to being entered into the Centre database. The Promoter and Centre may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant and for such other purposes as set out in the Centre's Privacy Policy. Entrant should direct any request to access, update or correct information to the Promoter.
- 42. 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 Centre and retailers located in the Centre.
- 43. 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.
- 44. All Entrants agree 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.
- 45. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
- 46. This Promotion is not sponsored, endorsed or administered by, or associated with Facebook, Instagram, LinkedIn or any other social network.
- 47. Each Valid Entry is deemed to have been made in the State of Queensland.

The Promoter

- 42. The "**Promoter**" is YFG Shopping Centres Pty Ltd ACN 056 974 844 as trustee for the Fu Family Trust c/- Retail First Pty Ltd, Cnr of Mains Road & McCullough Street, Sunnybank in the State of Queensland, trading as Sunnybank Plaza Shopping Centre and Sunny Park Shopping Centre.
- 43. 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.
- 44. 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).