

“OUR CHRISTMAS GIFT TO YOU” (“PROMOTION”) TERMS AND CONDITIONS OF ENTRY (“TERMS”)

1. These official Terms and Conditions (“Terms”) apply to the “Our Christmas Gift to You” (“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 Toowong Village (“Centre”).
2. Participation in the Promotion and acceptance of the Promotion Prize constitutes acceptance of these Terms.
3. The Promotion commences on Wednesday 4th December at 9am AEST and closes on Saturday 7th December 2019 at 4.00pm AEST or when stock runs out. (“Promotional Period”)
4. Promotion will be conducted over 4 days and consists of one Promotional Periods as stated in Rule 3.
5. Information how to claim the giveaway form part of these conditions.
6. The Gift with Purchase Supplier (“Prize Supplier”) is Toowong Village.
7. Gift with purchase is not transferable or exchangeable or redeemable for cash.
8. Gift with purchase as outlined in Rule 21 is only valid for the promotional period 4th to 7th December 2019.
9. the final lay-by installment payment must be made during the Promotion Period.
12. A “**Participating Retailer**” refers to all participating retailers in the Centre. This exception is Coles and payment of bills, phone plans, banking.
13. An Eligible Transaction must be evidenced by a “**Valid Receipt**” being an original official receipt from a Participating Toowong Village Retailer that is clearly marked with the date of purchase during the Promotion Period, the amount of the purchase and the store or business trading name.
14. A Valid Receipt, or a combination of more than 1 Valid Receipt, must show an amount of at least \$60.00 (“**Minimum Spend**”).
15. For the avoidance of doubt, an individual may combine two (2) Valid Receipts to reach the Minimum Spend. For example, an individual may combine a Valid Receipt for a \$40.00 purchase and a Valid Receipt for a \$20.00 purchase to reach the Minimum Spend.
16. Where a Valid Receipt, or a combination of two (2) Valid Receipts, exceeds the Minimum Spend, the customer is only entitled to one gift. I.e. If a customer has spent \$200.00 they will be entitled to 1 x gift only.
17. Customers must present their original receipts from a participating retailer during the promotion period to the Gift with Purchase activation staff (9am to 5pm, Wednesday to Friday, 9am to 4pm Saturday), located on Ground level to receive their free gift. Customers must initial a form to acknowledge they have received their gift. This detail will not be distributed to a third party and the collection of detail is governed by the Promoter’s privacy notice.
18. Receipts will be marked at the time it is redeemed and the receipt cannot be used again. This is regardless of whether these are an unused balance of purchases above \$60.00 evidenced by the receipt.
19. A valid receipt must be an original receipt presented to the Gift with purchase activation on Ground level. Photocopies will not be eligible.
20. The Promoter, Participating Toowong Village retailers, agents, contractors, and their Immediate Family Members are not eligible to receive the Gift with purchase. “**Immediate Family Member**” means any spouse, child, defacto or any other family member residing at the same premises as that person.
21. 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.
30. 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).

GIFT

21. The gift is as follows. One (1) Louenhide Beachbag (until stocks last).
22. The total Gift with Purchase is valued at RRP \$39.95.
23. The number of gifts to be given between 4th and 7th December 2019 is strictly 200 available per day only. This offer is limited until stocks last. There are two designs – Tammy Beachbag and Naples Beachbag, both in two colours.
24. The Free Gifts are not exchangeable or redeemable for cash and cannot be used in conjunction with any other offer. The free gift must be taken as offered.
25. The promoter will not be responsible for any breakages and the item will not be replaced.
26. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
27. The promoter accepts no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the gift or the conduct of the promotion.
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. All participating individuals will be required to provide identification to collect the gift as there is a limit of one gift per person per day.
33. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
34. 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.
35. 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).

GENERAL

28. 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.

ELIGIBILITY

9. This Promotion is only open to all Queensland residents.
10. An “**Eligible Transaction**” is a **Toowong Village purchase**, or a maximum of 2 purchases:
 - a. of any goods or services from a participating retailer (see Rule 12)
 - b. for the Minimum Spend (see Rule 14); and
 - c. made during the Promotion Period.
11. 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,

