



**“LUNAR NEW YEAR GIVEAWAY”  
COMPETITION TERMS AND CONDITIONS  
IN-CENTRE COMPETITION**

1. These official rules ("**Rules**") apply to the “Lunar New Year Giveaway” competition ("**Promotion**") conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844 as trustee for the Fu Family Trust) c/- Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 ("**Promoter**") for Toowong Village 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 7:00am on 05/02/2024 and ends at 6.00pm on 18/02/2024 or when Prizes have been exhausted if that is earlier ("**Promotion Period**").

**Eligibility**

5. To be eligible to enter the Promotion (and to be an ‘Entrant’) an individual must:
  - (a) be a Queensland resident aged 18 or over;
  - (b) attend at the Centre during the Promotion Period; and
  - (c) scan the QR code displayed at the Centre and complete the online Entry Form ("**Entry Form**") during the Promotion Period available on the Promoter’s nominated website at [www.toowongvillage.com.au](http://www.toowongvillage.com.au) ("**Promoter’s Website**").
6. 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.

**Entry**

7. An Entrant must obtain access to the Entry Form on the date that they attend at the Centre by scanning the QR code at the Centre, as nominated by the Promoter, with their mobile device.
8. An Entrant will be entitled to complete only one (1) Entry Form per day that they attend at the Centre.
9. To enter and be eligible for a Prize, the Entrant must complete an Entry Form and submit the completed Entry Form on the Promoter or Centre’s website ("**Entry Site**") located at [www.toowongvillage.com.au](http://www.toowongvillage.com.au), before 6pm on 18/02/2024.
10. To submit a ("**Valid Entry**") the individual must:
  - (a) Scan the QR code in the Centre using the camera on their smartphone;
  - (b) complete and submit an Entry Form at the Centre Website or Promoter’s Website within the Promotion Period;
  - (c) include the Entrant’s full name and email on the Entry Form;
  - (d) accept the privacy collection notice terms and conditions; and
  - (e) accept the competition terms and conditions.
11. On lodgement of a Valid Entry in accordance with these Rules, an Entrant will be eligible for the Prize Draw as defined under these Rules.
12. Each Valid Entry will be gathered into an electronic database ("**Competition Database**").
13. Multiple entries are permitted, subject to the following:
  - (a) Each entry must be submitted separately and in accordance with the entry requirements; and
  - (b) A maximum of one (1) Valid Entry is permitted per Entrant per day.

## Prize

14. The total available prize pool for the Promotion is \$500 (including GST).
15. The value of the Prize is accurate at the commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in the value of the Prize.
16. The Prize is at the sole discretion of the Promoter and is subject to availability. If for any reason the Prize is not available, the Promoter reserves the right to substitute another item for it, at its sole discretion, of equal or higher value.
17. The Prize is comprised of the following individual prizes to be drawn once in order on the Prize Draw Date:

Prize	Value
First Prize – Fresco voucher	\$100
Second Prize – Fresco voucher	\$100
Third Prize – Fresco voucher	\$100
Fourth Prize – Fresco voucher	\$100
Fifth Prize – Fresco voucher	\$100

(“Prize” together and separately as the context requires).

## Prize Draw

18. A Valid Entry will be selected at random from the Competition Database (“Prize Draw”). The Entrant whose name appears on the selected Valid Entry will win the Prize (“Winner”).
19. The Winner must claim their Prize in person from the Centre’s management office.
20. To be able to claim the Prize, the Winner must 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 and age.
21. If a Valid Entry has two or more individual names recorded as the Entrant, the Winner will be the individual whose name appears first on the Valid Entry drawn.
22. The Winner need not attend the Prize Draw to claim the Prize. The Winners will be notified after the Prize Draw by telephone, email, Instagram direct message, Facebook message or text message.
23. 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.
24. The Prize Draw Date is 19/02/2024.

## General

25. 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*.
26. The Winners’ names will be published on the Promoter’s Facebook page, Instagram page, other social media pages and the Centre website.
27. The Prize is not transferrable or exchangeable.
28. 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.
29. 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).
31. 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.

32. 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.
33. 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.
34. By submitting an Entry Form, 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.
35. 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.
36. All Entrants 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.
37. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
38. This Promotion is not sponsored, endorsed or administered by, or associated with Facebook, Instagram, LinkedIn or any other social network.
39. The Promotion is being run and conducted solely by the Promoter for the Promoter's benefit.
40. 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.
41. 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).