

SNAP YOUR TOOWONG

TERMS AND CONDITIONS OF ENTRY

Conditions

1. These official rules ("Rules") apply to the "[Snap your Toowong]" 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.

Eligibility and Entry

4. Entry to this Promotion commences at 9am on Monday 8 April 2024 and closes at 11:59pm, Monday 6 May 2024. (**Entry Period**).
5. To be eligible to enter the Promotion an individual must be:
 - (a) an Australian resident; and
 - (b) an Amateur Photographer,

Entrant

6. For the purpose of these Conditions, an Amateur Photographer is any person other than a person who obtains remuneration in exchange for providing photographic works (either as a business owner or an employee).
7. The Promoter, Retail First Pty Ltd, retailers of the Centre and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to be Entrants. (**Immediate Family Member** means any spouse, child, de facto spouse, or any other family member residing at the same premises as that person).

Entry

8. To enter the Promotion and be eligible for a Prize an Entrant must:
 - (a) take an original photograph of Toowong.
 - (b) upload the photograph to the competition platform by visiting either the Toowong Village website and following the relevant instructions; and
 - (c) caption the photograph with an original caption during the Entry Period.
9. There is only one category available to Entrants to enter their Entry:
 - (a) The Entrant must capture a unique aspect of either Toowong Village or everyday life in Toowong from people, buildings to natural landscapes.
10. An Entrant may enter a maximum of three (3) entries only.

Photograph Entry requirements

11. All images used as an Entry must:
 - (a) Be between 2MB and 10MB in size.
 - (b) depict some aspect of and/or relate to Toowong, Queensland;
 - (c) be the Entrant's own original work; and
 - (d) be taken during the Entry Period or within the last 12 months.
12. Entrants must own the copyright of the photograph uploaded or otherwise be entitled to use the photograph as an Entry, including an entitlement to grant a licence to use the photograph in accordance with clause 25.

Entrant's Obligations

13. Entrants warrant and agree that, without limitation:
 - (a) they will not submit an Entry (including without limitation, the image, the caption and any other associated content) (**Content**) that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication;
 - (b) they will only submit Content which they have personally created and have the right to submit;
 - (c) their entry will not contain viruses or cause injury or harm to any person or entity;
 - (d) they have obtained the consent of all persons shown or depicted in the Entry;
 - (e) they have obtained the consent of all parents and/or legal guardians of any child shown or depicted in the Entry;
 - (f) they will comply with these Conditions and with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
 - (g) they have the full authority to grant to the Promoter the rights referred to in these Conditions; and
14. Each Entrant indemnifies the Promoter against all costs and claims by third parties arising from a breach of the warranties contained in these Conditions.
15. Entrants agree:
 - (a) they are fully responsible for the Content which they submit. The Promoter may, in its sole discretion, determine whether an entry will be printed, or remain printed and displayed in centre. The Promoter reserves the right to vet or remove any Content at any time in its absolute discretion.

- (b) to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Promoter with respect to the entries they submit and their use of photography in centre and agree to indemnify and hold the Promoter, its officers, agents and affiliates harmless to the fullest extent allowed by law regarding all matters related to their use of the display.
- (c) if an Entrant is under the age of 18, that the Entrant has obtained the consent of their parent or legal guardian to enter this Promotion and the parent or legal guardian has read and accepted these conditions.

Judging and Voting

16. A panel of judges will score each entry based on 4 criteria (worth 10 points each) and will be attributed a total score out of 40:
 - (a) Criteria 1: Overall impact – the Entry evokes a sense of the diversity of Toowong and is inspirational;
 - (b) Criteria 2: Originality – the Entry offers a unique perspective and/or a rarely captured moment;
 - (c) Criteria 3: Technique – considers the Entrant’s use of composition, lighting, framing, perspective, use of colour;
 - (d) Criteria 4: Creativity – considers the Entrant’s creativity of the captured image.
17. The top 100 Entries with the highest scores will be deemed the finalists. All finalists will be notified by email by Friday 17th May 2024.
18. The finalist’s photographs will be professionally displayed in a photographic exhibition at Toowong Village from 20 May 2024 until 23 June 2024 where the general public will be able to vote for via their favourite photo via a competition platform.
19. Finalist voting by the public will commence at Monday, 20 May 2024 at 9.00am and close Sunday 23 June at 6pm.
20. The Entrant whose Entry receives the highest number of public votes via the competition platform will be the 1st prize winner. The Entrant whose Entry receives the second highest number of public votes via the competition platform will be awarded the 2nd prize winner. The Entrant whose Entry receives the third highest number of public votes via the competition platform will be awarded the 3rd prize winner.
21. In the event of a tie for first or second place or third place, the panel of judges will determine the winning and second and third placed Entries by a simple majority vote. If the judges cannot agree, then the Promoter will determine the issue.
22. All public voters will go in the draw to win \$100 Toowong Village Gift Card. The winner will be selected at random.
23. Prize Winners will be notified by email on Monday 24 June 2024.

Exhibition and Future Use

24. The top 100 entries from competition (as determined by clauses 16 to 23 (as applicable)), will be displayed in a photographic exhibition (**Exhibition**) at Toowong Village from 20 May until 23 June 2024.

25. Entrants grant to the Promoter and to irrevocable licenses to reproduce, publish, display, and use the Entries in relation to:

- (a) the Exhibition during the Exhibition Period.
- (b) any future marketing, advertising, or non-commercial use in relation to the Promotion.

Each photographer retains copyright of their images.

The Promoter agrees to attribute the appropriate Entrant for his/her work when reproducing, publishing displaying or otherwise using that Entrant's Entry.

Prizes

- 26. The overall Prize Winner will receive (2) x \$1,000 Visa Cards.
- 27. The 2nd Prize Winner will receive a \$800 Visa Card
- 28. The 3rd prize Winner will receive a \$300 Visa Card.
- 29. The voting prize Winner will receive a \$100 Toowong Village Gift Card.
- 30. To be able to collect the Prize all Prize Winners must provide a copy of a government issued identification card containing a photograph of the Prize Winner's identity and age.
- 31. If a Prize Winner is under the age of 18, their parent or legal guardian must provide the identification required pursuant to clause 15c and must collect the Prize on behalf of the Entrant.
- 32. The Prize Winners must claim their Prizes from the Centre's management office.
- 33. If a 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

- 34. Prizes are not transferable or exchangeable and cannot be taken as cash.
- 35. 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.
- 36. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
- 37. 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.
- 38. 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.
39. All Entrants consent to the use of their name and their Entry for the purpose of promoting, publicising, or marketing this Promotion and the Centre including any outcome. Such advertising and Promotion may include, without limitation, use of photographs on product packaging, point of sale materials, catalogues, magazine and newspaper advertising, outdoor advertising, posters and internet advertising.
40. If for any reason this Promotion is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserve the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion.
41. The Promoter may, in its sole discretion, disqualify any Entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion (including tampering with the voting process) or acts in violation of these Conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person. For the purpose of this clause, tampering includes (but is not limited to) the use of macro programs, email generators, proxy voting, outsourced voting, vote brokers or any other application or service the purpose of which is to generate votes (other than by a person manually clicking on the 'vote' button).
42. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
43. The laws of Queensland apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Queensland.

44. 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.
45. 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 a Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
46. The Promoter reserves the rights, trademarks and copyrights of the Promotion.
47. The Promoter will administer the Promotion using WordPress platform ("**WordPress**"). The Promoter accepts no liability whatsoever in relation to its use of WordPress in connection with the Promotion.
48. All Entrants agree, by submitting a Valid Entry and entering the Promotion, that WordPress 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 WordPress in connection with any liability associated with the Promotion.
49. This Promotion is not sponsored, endorsed or administered by, or associated with Facebook, Instagram, LinkedIn or any other social network.
50. The Promotion is being run and conducted solely by the Promoter for the Promoter's benefit.
51. By submitting a Voting Form, all Voters 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.
52. 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 Voters in the future with information on special offers or to provide Voters 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. By entering the Promotion, a Voter agrees that the Promoter may use the Voter's personal information in this manner. Voters may opt out by clicking on the "unsubscribe" link in the email or as set out in the relevant email, SMS or MMS.
53. 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.
54. 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).