

Castle Towers Shopping Centre (Centre)
Shop Fresh & Win – Castle Towers Fresh Food Tactical Campaign Promotion
Terms and Conditions

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person makes an Eligible Transaction during the Promotion Period.
3. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
4. Eligible Persons may enter the Competition once only per day during the Promotion Period.
5. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) spend a minimum of \$80.00 at Coles or a minimum of \$30.00 at another Participating Retailer in any one or more transaction in the Centre ("**Eligible Entry**"); and
 - (b) present their original receipt/s to the Customer Service Office to claim a daily Gift; and
 - (c) collect an entry form from The Redemption Desk located on Level 1 Fresh Food Market in the Centre and complete the entry form with Participant's details for an additional chance to win a monthly Gift; and
 - (d) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time
7. Information on the Eligible Entry Form also forms part of these Terms and Conditions.

The Promotion

8. The Promotion will be conducted in the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or earlier once all Gifts have been given away.
9. **Eligibility**
10. The Promotion is only open to Eligible Persons.
11. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Gift

12. There will be one hundred and fifty (150) daily Gifts and one hundred and fifty (150) daily recipients of a Daily Gift (**Gift Recipient/s**).

13. There will be five (5) monthly Gifts and five (5) monthly recipients of a Monthly Gift (**Gift Recipient/s**).
14. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.
15. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
16. The first one hundred and fifty (150) daily Eligible Entries redeemed will receive a Gift.
17. The Monthly Gift draw will take place at 12:00pm on the first day of the next month at the Centre Management Office.
18. The Promoter will use reasonable efforts to notify the Monthly Gift Recipient via telephone or email to arrange delivery or collection of the Gift.
19. If despite reasonable efforts the Promoter is unable to locate or contact a Monthly Gift Recipient within ten (10) days, after the recipient is decided, another Monthly Gift Recipient will be drawn at 12:00pm on the 11th day of the month at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
20. A Participant claiming to be a Monthly Gift Recipient will be required to provide proof of identity.
21. The Gifts are subject to the conditions relating to the use of the Gift (including validity period) which can be obtain directly from the Gift provider or viewed at <https://www.castletowers.com.au/legal/gift-card-terms-and-conditions>. Where the use of the Gift is subject to the terms and conditions of a Gift provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

Other General Terms

22. All Promotion entries are the property of the Promoter.
23. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (e) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (f) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
24. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the Gift by the Participant.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and

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subject to any written directions from a regulatory authority (if any) to:

- (a) disqualify any Participant; and/or
- (b) modify, suspend, terminate or cancel the Promotion as appropriate.

Privacy

- 26. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, telephone number, email, postcode, amount of transaction and store of transaction.
- 27. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
 - (a) carrying out the Promotion (including as described in clause **Error! Reference source not found.** in particular and in general for notification and promotion of Prizes); and
 - (b) adding the Participant's details to the Centre's database.
- 28. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
- 29. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on **(02) 8858 9700**.
- 30. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on **(02) 8858 9700** to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
- 31. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at www.castletowers.com.au.
- 32. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on **(02) 8858 9700** and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Definitions

"Centre" means Castle Towers Shopping Centre located at 14 Castle Street, Castle Hill NSW 2154.

"Eligible Entry" means an entry which complies with the requirements of clause 5.

"Eligible Person" means an individual who:

- (a) is a resident of Queensland;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

"Eligible Transaction" means an Eligible Person must spend a minimum of \$80.00 at Coles or a minimum of \$30.00 at a Participating Retailer during the Promotion. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Gift" means one (1) of any one of the following Daily Gifts:

- (a) **July 2019:** one (1) of one hundred and fifty (150) daily Gifts - \$10.00 Castle Towers Gift Card;
- (b) **August 2019:** one (1) of one hundred fifty (150) daily Gifts as follows:
 - (i) Week One – 3 x small resealable silicone bags;
 - (ii) Week Two – 3 x large resealable silicone bags;
 - (iii) Week Three – 4 x silicone wraps;
 - (iv) Week Four – 3 pack of bees wax wraps; and
 - (v) Week Five – 3 x ecofriendly produce bags
- (c) **September 2019:** one (1) of one hundred and fifty (150) daily Gifts - \$10.00 Castle Towers Gift Card;
- (d) **October 2019:** one (1) of one hundred and fifty (150) daily Gifts - \$10.00 Castle Towers Gift Card; and

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"Participant" means any person who participates in the Promotion.

"Participating Retailer/s" means Coles, Vintage Cellars, Costi's Fresh Fishmarket, Freshworld, Dolcettini, Shepherds Bakehouse, Rainbow Organic, The Reject Shop, Chemist Warehouse, Lawrence Dry Cleaners, Sushi Hub and Mr Minit

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“Promoter” means the owner of the Centre, QIC Limited ACN 130 539 123 atf QIC Castle Towers Trust, Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

“Promoter Entities” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.

“Promotion” means the opportunity to go into the draw to attempt to receive a Gift in accordance with these Terms and Conditions.

“Promotion Period” means the period from 10:00am on 1 July 2019 to 5:00pm on 30 November 2019.