

TERMS & CONDITIONS

BAY PLAZA YEPPOON | CHRISTMAS GIFT CARD GIVEAWAY 2024

1. Introduction

- 1.1 This 'Christmas Gift Card Giveaway' (Promotion) is conducted by Real Asset Management Pty Limited ACN 162 123 408 (Promoter).
- 1.2 These terms and conditions apply to all entries into and / or prizes awarded under the Promotion.
- 1.3 The laws of QLD apply to the conduct of the Promotion and the interpretation of these terms and conditions.
- 1.4 By submitting a physical entry into this Promotion, Entrants warrant that they have read, understand, accept and agree to be bound by these terms and conditions.

2 Duration

- 2.1 The Promotion runs from 21st November 2024, to 23rd December 2024, concluding at 2:00pm.

3 Eligibility

- 3.1 The Promotion is only open to Australian residents 18 years of age or older (Entrant).
- 3.2 Directors, officers, management, suppliers and their employees (and the immediate families of directors, officers, management, suppliers and employees) of the Promoter and its related bodies are ineligible to enter the Promotion.
- 3.3 Retailers, store owners, managers and their employees (and the immediate families of directors, officers, management, suppliers and employees) at Bay Plaza Yeppoon are ineligible to enter the Promotion.
- 3.4 Partial lay-by receipts, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, and phone bills) along with Tobacco products and gift cards are not accepted as part of the promotion.

4 Method of Entry

- 4.1 To enter, an Entrant must:
 - 4.1.1 Spend a minimum of \$20 at participating Bay Plaza Yeppoon specialty retailers OR spend a minimum of \$50 or more at Coles Bay Plaza Yeppoon within the duration of the Promotion period; and
 - 4.1.2 Collect and fill in an entry form available from participating retailers or the entry box; and
 - 4.1.3 Correctly complete the entry details including the Entrant's full name, email address, contact telephone number, postcode; and
 - 4.1.4 Attach a valid receipt as proof of purchase to confirm the amount spent, location and date of purchase;
 - 4.1.5 Submit the physical entry in the entry barrel located at the centre;

- 4.2 The winner(s) is deemed to be the first person(s) drawn who meets the entry criteria set out in clause 4.1.
- 4.3 The Promoter does not accept responsibility for late, lost, or misdirected entry forms or proof of purchases.
- 4.4 There is no limit on the total number of times an Entrant may enter the Promotion.
- 4.5 Duplicate receipts will not be accepted.
- 4.6 Entrants will only be permitted to enter by submitting a single receipt which meets the minimum spend requirements that are dated within the duration of the Promotion period and spent at a participating retailer.
- 4.7 The Promoter reserves the right to not accept entries that appear illegible, forged, mutilated, copied, or tampered with in any way.
- 4.8 Entrants may enter as many times as they like but only one major prize will be awarded per person.
- 4.9 Any abuse or manipulation of the physical entry box will result in immediate disqualification of the Entrant. This includes but is not limited to tampering with entry procedures, using automated devices or software to submit entries, or engaging in any conduct that undermines the fairness or integrity of the promotion.

5 Draw

- 5.1 The first correct entries drawn on will be deemed the winner of the Major Prize. The Promoter's decision is final.
- 5.2 The next correct entries drawn will be deemed the winner of the Minor Prizes.
- 5.3 No further correspondence will be entered into.

6 Prizes

- 6.1 The total value of prizes for this Promotion is approx. \$2,500
- 6.2 The Major Prize is a Weber Baby Q, meat tray and \$100 Star Liquor voucher.
- 6.2.1 The Minor Prizes are 1 of 4 \$200 Gift Cards, 1 of 4 \$150 Gift Cards, 1 of 4 \$100 Gift Cards, 1 of 4 \$50 Gift Cards.
- 6.3 All prize values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value due to availability of products at the time of purchase.
- 6.4 The prizes are not transferable, redeemable, or exchangeable for cash.
- 6.5 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 6.6 All prizes are subject to the terms and conditions of the individual provider of the prize.
- 6.7 If the prize(s) (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize(s) (or that part of the prize) to the equal value, subject to any written directions from a regulatory authority.

7 Notification

- 7.1 The winner will be notified by telephone or email within a week following the draw.
- 7.2 The Promoter has up to thirty (30) days to deliver or organise collection of the prizes from the prize pool.
- 7.3 If the winner cannot be contacted with the details provided to the Promoter within thirty (30) days of the draw, the entry and prize(s) to that winner will be forfeited, no substitute will be offered, and a redraw will take place.

8 Prize Collection

8.1 The winner must collect the prize(s) from Bay Plaza Yeppoon unless otherwise instructed by the Promoter due to time or prize constraints. The winner will be notified by phone or email when the prize(s) are ready for collection. The Promoter reserves the right to request winners to provide proof of identity and the original copies of physical or electronic receipt of purchases.

8.2 Upon collection of the prize(s), the winner may be required to sign a confirmation stating that they have received and accepted the prize(s). This confirmation serves as acknowledgment of the prize collection and may be requested by the Promoter as part of proof of receipt of the prize(s).

8.2 Prize(s) must be collected within fourteen (14) days of notification. If for any reason a winner does not collect their prize(s) by the time stipulated, then the prize(s) will be forfeited and no substitute will be offered.

8.3 The Promoter, at its own discretion, may offer or require to have the prize(s) delivered to the winner's home address due to time constraints depending on timing, distance and prize details.

9 Publicity Materials

9.1 By entering this Promotion, Entrants accept that their full first name and the first initial of their last name may be made public. A picture, along with the winner's name, may be requested for publication on Social Media platforms and EDMs as part of the Promotion. You agree to your name and picture being published as a condition of entry into this Promotion.

10 Disclaimer

10.1 Photographs and graphics used in the Promotion are for illustrative purposes only and may not be to scale or depict exact prize detail, size, type, version, status or colour.

10.2 By entering the Promotion, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking any prize.

10.3 The Promoter accepts no responsibility for any prize once it has been collected by the winner.

10.4 The Promoter accepts no responsibility for lost, late or illegible receipts.

10.5 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Promoter and its associated subsidiaries, employees, advisers, agents, associated agencies, contractors and related bodies shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Promotion (including but not limited to direct, indirect, or consequential loss or damage or personal injury).

10.6 The prize winner must, on demand, indemnify and keep indemnified, the Promoter, its subsidiaries, agencies, employees, advisers, agents, contractors and companies, against all claims, losses, damages, costs, and

expenses reasonably or lawfully suffered or incurred by the Promoter by reason of any loss, damage or injury incurred by the Promoter arising out of this Promotion.

10.7 Prize(s) may be provided outside of their original packaging due to security or display purposes.

10.8 Prize(s) may be assembled or disassembled due to display or security purposes.

10.8.1 The winner acknowledges and agrees that if the prize(s) requires disassembly for display or security purposes, they are responsible for reassembling the prize(s) correctly upon receipt.

10.8.2 The winner must ensure that all components and parts are properly assembled, attached, tightened, and inspected for correct installation prior to use. This includes verifying that all nuts, bolts, and fasteners are securely tightened to the manufacturer's specifications.

10.8.3 The winner must check for any signs of damage or defects that may affect the proper and safe functioning of the prize(s). It is the responsibility of the winner to address any issues or concerns regarding the assembly of the prize(s) to ensure safe and effective use.

10.8.4 Failure to properly assemble or reassemble the prize(s) may result in voiding of any warranties or disqualification from receiving further assistance.

10.9 Original packaging or tags may be modified or removed due to display or security purposes.

10.10 This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Meta or Google.

10.11 The Promoter explicitly disclaims any responsibility or liability for the warranties, guarantees, or any representations made by the manufacturers or suppliers of the prize(s). The winner acknowledges that any issues or disputes regarding the product warranties of the prize(s) must be addressed directly with the relevant manufacturer or supplier, and the Promoter shall not be involved in any such matters. This clause serves to clarify that the Promoter does not provide or imply any warranties or guarantees with respect to the prize(s) and shall not be held liable for any defects, damages, or failures of the prize's quality or performance.

10.12 The winner acknowledges that additional terms and conditions may apply when activating and redeeming third-party gift cards or when using other types of prize(s).

10.12.1 The winner agrees to comply with any terms, conditions and time constraints imposed by the issuer or provider of such gift cards or prize(s), including but not limited to activation dates, expiry dates, usage restrictions, and redemption processes.

10.12.2 The Promoter shall not be responsible for any disputes or loss of prize value arising from the activation, use or redemption of third-party gift cards or prize(s), and any such disputes must be resolved directly with the issuer or provider of the gift card or prize(s).

10.12.3 It is the responsibility of the winner to locate, read, understand, accept and agree to any and all terms, conditions, time constraints and restrictions associated with the use of third-party gift cards or other prize(s) before activation, redemption or use.

10.14 The Promoter and their associated agencies, contractors and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

11 Termination of Promotion

11.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time with or without notice and without liability to any Entrant or other person, subject to applicable laws.

12 Decisions Final

12.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.

12.2 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

12.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with Entrants or any other person will be entered into.

13 Personal Information and Privacy

13.1 Under the Privacy Act 1988 (Cth) the Promoter must tell an Entrant when it collects personal information about them and how it will use it. If the Entrant chooses to enter or take part in this competition, the Entrant will be required to provide information about themselves.

13.2 The personal information supplied by Entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter in various ways, including but not limited to public marketing and promotional material. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988. Subject to the provisions of the Privacy Act 1988, Entrants may have access to any personal information held by the Promoter by contacting the Promoter.

13.3 If you access our website, we may collect additional personal information about you in the form of your IP address. Our website may contain links to other websites or embed content from other websites. We are not responsible for the privacy practices of linked or embedded websites and any linked or embedded websites are not subject to our privacy policies and procedures.

13.3.1 Our website uses cookies. The main purpose of cookies is to identify users and to prepare customised web pages for them. Cookies do not identify you personally, but they may link back to a database record about you. We use cookies to monitor usage of our website and to create a personal record of when you visit our website and what page you view so that we may serve you more effectively.

13.3.2 Our website uses analytics, provided by Google. Analytics uses cookies and JavaScript code that enables analysis on your usage of our website and data will be transmitted to and stored on Google servers. Your data may be used to compile reports on your usage of our website and provide services relating to website activity and internet usage. We will use the analytics data collected to improve the functionality of our website and services.

13.3.2 Generally, we only use or disclose personal information about you for the purposes for which it was collected (as set out above). We may disclose personal information about you to:

- our related entities to facilitate our and their internal business processes;
- third party service providers who assist us in operating our business, and providing services to you such as:
- third parties who assist with the business, including information technology and marketing service providers,
- third parties who may deliver, create, redeem or organise prize(s) to the winner,

and these third party service providers may not be required to comply with our privacy policy; and

- our related entities and other organisations with whom we have affiliations, so that those organisations may provide you with information about services, products and various promotions or run the current promotion.

In some circumstances, the law may permit or require us to use or disclose personal information for other purposes (for instance, where you would reasonably expect us to and the purpose is related to the purpose of collection).

13.4 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.

13.5 If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Promoter with written notice. If an Entrant prefers that the Promoter not use their details and/or retain their details, please contact the Promoter.

13.6 All Entrants have a right to access most personal information which the Promoter holds about them. The Promoter may deny any request for access in some circumstances.

13.7 The Promoter reserves all rights to amend these Terms & Conditions of this Promotion at any time, with or without providing notice and within its complete discretion at any time.

13.8 The Promoter acknowledges that depending on current QLD state laws, physical entries, online entries and records of this promotion may be legally required to be stored for up to 5 years before being destroyed.

13.9 Under the EU General Data Protection Regulation (EU GDPR), EU residents may exercise their data subjects rights – for example: Right of Access, Right of Erasure, Right to Rectification and Right to Object. If you wish to exercise these rights, you may submit a written request using the contact details set out in this Policy.

13.10 Under the DPDPA, Indian residents may exercise their data principal rights – for example: Right of Access, Right of Erasure, Right to Rectification and Right to Object. If you wish to exercise these rights, you may submit a written request using the contact details set out in this Policy.

14 If you have any questions or concerns about these terms & conditions, privacy policy or the way we handle your personal information, please contact us at <https://bayplazayeppoon.com.au/>