

‘MOTHER’S DAY GIFT WITH PURCHASE’ PROMOTION
Tuesday 27th April to Saturday 8th May 2021
TERMS AND CONDITIONS

1. Information on how to participate and Prizes form part of these Terms and Conditions. Participation in this “Mother’s Day Gift With Purchase” (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Australian Eastern Standard time (AEST).

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to **Qld residents** aged 18 years or over, unless the participant has a parent or guardian’s permission to participate in the Promotion; If a Prize recipient is under the age of 18 years, the parent or guardian who gave permission for participation in the Promotion will be deemed to be the Prize recipient for the purposes of the Promotion.
3. The following are ineligible to participate: (i) employees of the Promoter or any of the tenants or retailers in Morayfield Shopping Centre or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences on 27/04/2021 and ends at 2.00pm AEST on 8/05/21 or once 3,520 Gifts have been distributed. (**“Promotion Period”**).

HOW TO ENTER

5. The Promotion will be conducted at Morayfield Shopping Centre, 171 Morayfield Road, Morayfield, Qld, 4506 (“Participating Centre”). “Participating Retailers” (See Appendix 1) mean these retailers within the Participating Centre. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time.
6. An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in **clause 7** below.
7. To receive a ‘Gift’ in this Promotion, eligible individuals must, during the Promotion Period, **be one of the first 320 customers to redeem a gift per day** and undertake the following steps:
 - (a) Spend \$25 (inclusive of GST) in one transaction with a single Participating Retailer during the Promotion Period. A maximum of (1) one Gift may be claimed per receipt.

- (b) Collect a valid Tax Invoice Receipt from the Participating Retailer (excludes any Ineligible Transactions (“**Qualifying Spend**”).
- (c) Present their own original valid receipt recording the Qualifying Spend amount (which must specify the store and date/time of purchase) to the Customer Service Staff at the Mum’s Station pop-up display located in the Atrium (near Prouds) at Morayfield Shopping Centre between 10.00am and 2.00pm, and allow staff to stamp the receipt. **Note Mum’s Station will close earlier than 2pm (once 320 gifts have been redeemed).**
- (d) Complete a Prize Collection form detailing their full name, contact telephone number, valid email address, suburb of residence and receipt details.
- (e) For clarity, multiple receipts cannot be added to reach the Qualifying Spend.

INVALID RECEIPTS

- 8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers, (b) receipt(s) recording bill payments, liquor, tobacco, pharmacy prescriptions, medical services, Australia Post expenditure (excepting gift lines) and gambling such as lotto and scratchies (c) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (d) ATM or EFTPOS receipts; (e) credit card or bank statements; and (f) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

PROOF OF PURCHASE

- 9. Participants must retain a copy of their purchase receipt(s) for all entries/claims as proof of purchase. Failure to produce the proof of purchase for all entries/claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries/claims and forfeiture of any right to a Gift. Purchase receipt(s) must clearly specify that the Qualifying Purchase was made during the Promotion Period.

LIMITS ON ENTRY

- 10. An eligible individual may participate once (only) in the promotion during the promotional period subject to and in accordance with the entry requirements. A maximum of (1) one Gift (only) may be claimed per receipt.

Gifts and Limits on Gifts

11. A total of 3,520 Gifts will be distributed during the Promotional Period and the below daily limits apply.
12. The Gifts **each day** comprise:
 - (a) 260 Boxes of Cadbury Roses Chocolates (450grams) valued at \$15.50 each. The Roses Chocolates Total Prize Pool for the promotion duration is 2,860 boxes with a value of \$44,330 inclusive of GST.
 - (b) 60 sets of 2 x Movie Tickets (valued at \$35 per set) valid for use by an adult, student, senior or child for admission to any standard movie session (subject to seating availability) valid from 27th April to 31 May 2021 at BCC Morayfield. The Movie Tickets may not be utilised to book a seat online and must be presented at the BCC Morayfield Box Office to book a seat. The ticket cannot be transferred, sold or exchanged for cash and is subject to all Birch Carol and Coyle Terms and Conditions. The Movie Tickets Total Prize Pool for the promotion duration is 660 sets of two tickets with a value of \$23,100 inclusive of GST.
13. Whilst stock of both gifts is available, the participant may choose their Gift of preference. Once the daily limit of either gift is redeemed then the alternate gift (only) will be available to the participant.
14. The Promoter reserves the right to end the promotion prior to 8 May 2021.
15. If for any reason a winner does not take a Gift or any element of a Gift at the time stipulated, then the Gift or that element of the Gift will be forfeited and will not be redeemable for cash.
16. If any Gift (or part of any Gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a Gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. The Gift, or any unused portion of the Gift, is not transferable or exchangeable and cannot be taken as cash

GENERAL

18. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. Participants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

20. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participants identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the participation process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
21. 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, including but not limited to COVID-19 Government directives, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. The Promoter reserves the right to alter these Terms and Conditions at any time and the Promoter's decision is final, and no correspondence will be entered into.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury or health outcome; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Gift claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

25. As a condition of accepting the Gift, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or Gift suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

PRIVACY

26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.morayfieldshoppingcentre.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

The "**Promoter**" is Morayfield Shopping Centre (Centre), 171 Morayfield Rd, Morayfield, Qld, 4506 (ABN: 86 701 697 028).

Appendix 1

EXCLUDED RETAILERS

Coles
Woolworths
Big W
Kmart
Target
My Car

Australia Post (with the exception of gift lines)
ANZ Bank
Commonwealth Bank
Credit Union Australia
Dreamtime Healing
Heritage Bank
NAB
Pacific Smiles Dental
Q-Tax
RACQ
Suncorp Bank
Travel Money OZ