## Over 55s & Seniors Club TERMS AND CONDITIONS

 Information on how to Participate and Prizes form part of these Terms and Conditions. Participation in this "Over 55s & Seniors Club" ("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).

# THE PROMOTER

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

## THE PROMOTION PREMISES

3. The Promotion will be conducted at Morayfield Shopping Centre, 171 Morayfield Road, Morayfield, Qld, 4506 ("Centre").

# **PROMOTION PERIOD**

4. The Promotion commences on 1 July 2025 and is ongoing ("**Promotion Period**"). Offers provided to members will be refreshed each financial year commencing 1 July of each year and will be valid until 30 June of each year.

## ELIGIBILE INDIVIDUALS

- 5. Subject to Condition 6, this Promotion is only open to **Qld residents** aged 55 years or over.
- 6. The following individuals are ineligible to participate: (i) employees of the Promoter or any of the Tenants, Retailers or Contractors (including employees) 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.

# PARTICIPATING RETAILERS

7. "Participating Retailers means the Retailers within the Centre who have provided an Over 55s & Seniors Club Offer as outlined in the "Offers Booklet".

#### MEMBERSHIP & PARTICIPATION

- Over 55s & Seniors Club Memberships are valid from 1 July 2025 and are valid in perpetuity. To cancel membership, Eligible Individuals must contact Centre Management either by phone or email <u>reception@morayfieldshoppingcentre.com.au</u> and request removal from the club. Members can unsubscribe from emails and communications from Morayfield Shopping Centre at any time.
- 9. To participate in the Promotion, Eligible Individuals must become a Senior's Club Member (Member) by visiting reception at the Centre Management Office (during opening hours) and obtain a Senior's Club Application Form. The Application Form must be fully completed and submitted to Reception at the Centre Management Office along with a valid form of identification evidencing the Eligible Individual's full name, current address and date of birth, to collect their membership pack.
- 10. An alternative method to participate in the Promotion is for Eligible Individuals to complete a membership form online via the website if they are new members only -

(<u>https://www.morayfieldshoppingcentre.com.au/club/seniors-club/</u>). This online form will then be automatically sent to Reception, where the Eligible Individual will be required to visit with a valid form of identification evidencing the Eligible Individual's full name, current address and date of birth. to collect their membership pack.

- 11. Centre Management will then issue the Eligible Individual with (a) a Over 55s & Seniors Club Membership Card and (b) a Over 55s & Seniors Club Booklet of Offers. A Prize may be issued subject to Conditions 21 and 22.
- 12. Membership can be cancelled by the Promoter at any time, in its sole discretion and without compensation, for any reason including but not limited to abuse or breach of any of the Terms and Conditions of the Promotion, any actions deemed by The Promoter to be contrary to the Centre, the Promotion or the interests of its members or Participating Retailers or in the case of fraud or misuse.
- 13. An Eligible Individual may become a member once only during the promotional period.
- 14. Members must present their Over 55s & Seniors Club Membership Card to Participating Retailers at the point of purchase during the Promotional Period to receive any Offer contained in the Over 55s & Seniors Club "Offers Booklet".

# PARTICIPATING RETAILER OFFERS

- 15. "Participating Retailer Offers" as outlined in the "Offers Booklet" are only valid at Morayfield Shopping Centre stores.
- 16. Offers may be redeemed more than once during the Promotional Period. Check with individual Retailer for details.
- 17. Offers may not be used in conjunction with any other Retailer offer or on already discounted/sale items and is at the Retailers discretion.
- 18. Offers are subject to change without notice and are valid for the duration of the current financial year only.
- 19. Offers are not transferable or redeemable for cash.
- 20. Further Terms and Conditions may apply to Participating Retailer Offers and enquiries can be made by visiting or contacting individual Participating Retailers.
- 21. The Promoter (in its sole discretion) reserves the right to add or remove Participating Retailers from the Participating Retailer List at any time.

# LIMITS ON PRIZES

- 22. The first 1,800 Eligible Individuals who become Senior's Club Members are eligible to receive a Prize. A total of 1,800 Prizes (only) will be distributed during the Promotional Period.
- 23. To redeem the Prize, Members must fully complete and submit an Application Form that will be provided by Centre Management when an Eligible Individual becomes a Seniors' Club Member (outlined in Conditions 8 to 13).

# THE PRIZE

24. The Prize is a Morayfield Shopping Centre gift card to the value of \$10 (ten) dollars that is valid at any store in Morayfield Shopping Centre that has EFTPOS facilities.

- 25. The Prize (\$10 gift card) is valid for use until the expiration date on the card.
- 26. The Prize (\$10 gift card) is subject to all the terms and conditions that apply to all Morayfield Shopping Centre gift cards and their use.
- 27. The total Prize pool in the financial year is 1800 \$10 gift cards totalling \$18,000.
- 28. If for any reason a Seniors' Club Member does not take a Prize at the time they become a Member, the Prize will be forfeited.
- 29. If the Prize is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the Prize with a Prize of equal value and/or specification, subject to any written directions from a regulatory authority.

## GENERAL

- 30. If there is a dispute as to the identity of an Eligible Individual or Member, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Individual or Member.
- 31. Members 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.
- 32. The Promoter reserves the right, at any time, to verify the validity of the Eligible Individual or Member (including a Eligible Individual or Member's 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 jeopardize 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.
- 33. 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 to (a) disqualify any Eligible Individual or Member; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 34. 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.
- 35. 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.

- 36. 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, unauthorized 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.
- 37. As a condition of accepting the Prize, the Eligible Individual or Member must sign any legal documentation as and, in the form, required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

# PRIVACY

38. 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 ΡI set out in its Privacy Policy, which can be viewed as 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.