

## **Family Fun Kids Club TERMS AND CONDITIONS**

1. Information on how to Participate and Prizes form part of these Terms and Conditions. Participation in this “Family Fun Kids 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 12 January 2026 and is ongoing (“**Promotion Period**”). Offers provided to members will be refreshed each year commencing 1 January of each year and will be valid until 31 December of each year.

### **ELIGIBLE INDIVIDUALS**

5. Subject to Condition 6, this Promotion is only open to **Qld residents** aged 18 years and over with dependents.
6. The following individuals are ineligible to participate: (i) employees of the Promoter or any of the Promoter’s Contractors (including employees) 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 Family Fun Kids Club Offer as outlined in the “Offers Booklet”.

### **MEMBERSHIP & PARTICIPATION**

8. Family Fun Kids Club Memberships are valid for the 2026 calendar year and are valid in perpetuity. To cancel membership, Eligible Individuals must contact Centre Management either by phone or email [reception@morayfieldshoppingcentre.com.au](mailto:reception@morayfieldshoppingcentre.com.au) 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 Family Fun Kids Club Member (Member) by visiting reception at the Centre Management Office (during opening hours) and complete an Application Form. The Application Form online and must be fully completed and upon collection of membership pack from Centre Management present proof of application via a confirmation email sent to nominated email address and/or 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 via the promotional desk that may be present in the Centre at various times.
11. A complete Application form includes providing an email address – this must be provided in order to become a member of the Family Fun Kids Club.
12. Centre Management will then issue the Eligible Individual with (a) a Family Fun Kids Club Membership Card and (b) a Family Fun Kids Club Booklet of Offers. A “Prize” may be issued subject to Conditions 21 and 22.
13. 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.
14. An Eligible Individual may become a member once only during the promotional period.
15. Members must present their Family Fun Kids Club Membership Card to Participating Retailers at the point of purchase during the Promotional Period to receive any Offer contained in the Family Fun Kids Club “Offers Booklet”.

#### **PARTICIPATING RETAILER OFFERS**

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

#### **PRIZES**

23. Eligible Individuals who become Family Fun Kids Club Members are eligible to receive a “Prize”. The “Prize” is a yellow club hat for each child.
24. 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 Family Fun Kids Club Member (outlined in Conditions 8 to 13).
25. If for any reason a Family Fun Kids Club Member does not take a Prize at the time they become a Member, the Prize will be forfeited.

26. If the Prize is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to not provide a prize.

27.

## **GENERAL**

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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**

36. 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.