

**Bathurst City Centre (Centre)
Win Your Christmas Wish Competition
Terms and Conditions**

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who makes an Eligible Transaction during the Competition Period. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
3. An Eligible Person may obtain one entry form for each Eligible Transaction.
4. There is no limit on the number of times a Participant may enter the Competition during the Competition Period.
5. To enter the Competition, the Eligible Person must during the Promotion Period:
 - (a) spend a minimum of \$20.00 in any one transaction at any Participating Retailer; or
 - (b) spend a minimum of \$50.00 in any one transaction at the Centre's Woolworths to receive an entry form from the Participating Retailer ("**Eligible Entry**"); and
 - (c) validate the transaction at the Participating Retailer and complete the entry form with the Participant's name, address, telephone, email, amount spent and store of purchase ("**Eligible Entry Form**"); and
 - (d) place the Eligible Entry Form in the entry box located near Best & Less in the Centre; and
 - (e) 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 Stores at any time.
7. Information on the Eligible Entry Form also forms part of these Terms and Conditions.

The Competition

8. The Competition will be conducted at the Centre during the Competition Period. The Competition will end on expiration of the Competition Period.

Eligibility

9. The Competition is only open to Eligible Persons.
10. 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 Prize

11. There will be one (1) major prize and three (3) bonus prizes and four (4) winners of a Prize (**Prize Winners**).
12. If a Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be a Prize Winner for the purposes of the Competition.
13. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
14. The first four (4) Eligible Entries drawn at random will win a Prize.
15. The draws will take place as follows:
 - (a) Bonus Prize #1 – drawn at 10:30am on Monday 3 December 2018 at the Centre Management Office;
 - (b) Bonus Prize #2 – drawn at 10:30am on Monday 10 December 2018 at the Centre Management Office;
 - (c) Bonus Prize #4 – drawn at 10:30am on Monday 17 December 2018 at the Centre Management Office; and
 - (d) Major Prize – drawn at 10:30am on Friday, 21 December 2018 at the Centre Management Office.

All entry forms for the Prize Winners of the bonus draws will be returned to the barrel for the Major Prize draw. A Bonus Prize Winner can also win the Major Prize.

16. The Promoter will use reasonable efforts to notify the **Prize Winners** by telephone and/or email to arrange delivery or collection of the Prize.
17. If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner within one (1) month after the winner is decided, another Prize Winner will be drawn at 10.30am on 24 January 2018 at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
18. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's website (www.bathurstcitycentre.com.au), and the Centre's Facebook page (www.facebook.com/bathurstcity).
19. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
20. The Prizes are subject to the conditions relating to the use of the Prize (including validity period) which can be obtained directly from the Prize provider or viewed at www.rewardscometrue.com.au. Where the use of the Prize is subject to the terms and conditions of a Prize 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

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21. All Competition entries are the property of the Promoter.
22. 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 Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
23. 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 Competition or the use of the Prize by the Participant.
24. If this Competition 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 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 Competition as appropriate.

Privacy

25. 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 Competition, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number, email address, amount spent, and the store the Eligible Transactions was made.
26. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition (including as described in clause 18 in particular and in general for notification and promotion of Prizes); and
 - (b) carrying out the Competition (including as described in clause 16 in particular and in general for notification and promotion of Prizes).
27. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
28. 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 6331 5993.
29. 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 6331 5993 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.

30. 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.bathurstcitycentre.com.au.
31. 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 6331 5993 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 Bathurst City Centre located at 210 Howick Street, Bathurst NSW 2795

"Competition" means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 8:00am on 26 November 2018 to 10:00am on 21 December 2018.

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

"Eligible Person" means an individual who:

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

"Eligible Transaction" means an Eligible Person must spend a minimum of \$20.00 or more in one transaction at a Participating Retailer or \$50.00 or more in one transaction at the Centre Woolworths during the Competition. 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.

"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

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- (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 Competition.

“Participating Retailer/s” means Ally Fashion, Banjos 2, Bathurst City Carwash, Bed Bath n Table, Best & Less, Colette by Colette Hayman, Connor, CTC Tobacconist, Donut King, Flight Centre, The Great Wok, House, Ispa Kebab, JB Hi Fi, Laurie Claire Boutique, Lowes, Michael Hill, Millers, Mountain Meats, MV Bakehouse, Neonails, Noni B, Phone Cover Shop, Sanity, Smiggle Pty Ltd, Specsavers, Spendless Shoes, Stormriders, Tarocash, Temt, Terry White Chemist, The Reject Shop, Telstra, Venue Café Bar, W Lane, Westfund, Willis Sports Co Bathurst, Woolworths and Yes Optus.

“Prize” means any one (1) of the following:

- (a) three (3) Bonus Prizes of one (1) Bathurst City Centre Eftpos Gift Card valued at \$1,000.00; and
- (b) one (1) Major Prize of (one (1) Bathurst City Centre Eftpos Gift Card valued at \$5,000.00;

with a value prize pool value of \$8,000.00 or any substitute Prize of a similar replacement type and value as determined by the Promoter. The bonus prizes will be drawn first and all entry forms for the Prize Winners of the bonus draws will be returned to the barrel for the major prize. A bonus Prize Winner can also win the major prize.

“Promoter” means the owner of the Centre, QIC Retail Pty Ltd ACN 076 279 546 atf QIC Active Retail Property Fund, Level 5, Central Plaza 2, 66 Eagle Street, Brisbane Qld 4000.

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