

Big Top Shopping Centre (Centre)
“Spend \$5 and receive a free pencil case” Promotion
Terms and Conditions

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. Eligible Persons may enter the Promotion once per day only during the Promotion Period.
3. To participate in the Promotion, the Eligible Person must during the Promotion Period:
 - (a) Spend a minimum of \$5 in an Eligible Transaction at a Participating Specialty Store in-Centre between 9:00am Monday 18 January 2021 until 1:55pm Friday 22 January 2021, and retain the receipt then visit the promotional booth during opening hours (open from 18-22 January 2021 - 10am to 2pm daily) located outside Woolworths and present your receipt to collect a free kids colour-in pencil case.
 - (b) Claimants will receive their Gift, while stocks last; and
 - (c) if the Eligible Person is under the age of 18 years, participation in the Promotion must be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
4. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Specialty Stores at any time

The Promotion

5. The Promotion will be conducted in the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or when all Gifts have been exhausted whichever is sooner.
6. **Eligibility**
7. The Promotion is only open to Eligible Persons.
8. 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 Gift

9. There will be seven hundred and fifty (750) Gifts and seven hundred and fifty (750) recipients of a Gift (**Gift Recipients**).
10. Where the use of the Gift is subject to the terms and conditions of a 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.
11. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.

12. Customer Service have the right to refuse issue.
13. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.

Other General Terms

14. All Promotion entries are the property of the Promoter.
15. If any Gift is not allocated by the end of the Promotion Period, the Promotion Period may be extended at the Promoter's discretion.
16. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (e) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
17. 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 Promotion or the use of the Gift by the Participant.
18. 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, 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 Promotion as appropriate.

Privacy

19. 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 Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, amount of transaction and store of transaction.
20. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
21. 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 **(07) 5443 4299**.
22. 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 **(07) 5443 4299** to ask for access to the

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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.

23. 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 bigtopshoppingcentre.com.au.
24. 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 **(07) 5443 4299** 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 Big Top Market Fresh located at 12-20 Ocean Street, Maroochydore Qld 4558.

“**Eligible Person**” means an individual who:

- (a) is a resident of Queensland; and
- (b) is not a Non Eligible Person.

“**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
- (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).

“**Eligible Transaction**” means an Eligible Person must spend a minimum of \$5.00 or more at a Participating Specialty Store during the Promotion. 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, electronic receipts (on phones) or ‘click and collect’ (online purchases), subscriptions, deposits or payments to financial institutions, Medical and Cosmetic services, TAB, Liquor and Cigarette purchases or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

“**Gift**” means one of 750 kids colouring-in pencil case valued at \$4.95 or any substitute Gift of a similar replacement type and value as determined by the Promoter.

“**Gift Recipients**” mean an Eligible Person who is able to claim a Gift in accordance with these Terms and Conditions.

“**Participant**” means any person who participates in the Promotion.

“**Participating Specialty Stores**” means Australia Post, Big Fresh, BWS, Cancer Council Queensland, Cobblers & Co, Cotton On, Discounts Galore, Fame Fashion, German Bakery Café, Hair 10 Quick Cut, Income Tax Professionals, Junk, Kaisercraft, Lemon Ginger Homewares, Machu Picchu, Malouf Pharmacies, Maroochydore News, Millers, Mr Sleepyman, Native Threads, Ocean Spa Nails, Panwa, Real Health Massage, Sushi Ichiban, Whatcha Brewing.

“**Promoter**” means the owner of the Centre, QACPF Big Top Pty Ltd ACN 615326 853 atf QACPF Big Top Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.

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

“**Promotion**” means submitting a Qualifying Registration for the opportunity to receive a Gift in accordance with these Terms and Conditions.

“**Promotion Period**” means the period from 9:00am on 18 January 2021 to 1:55pm on 22 January 2021.