

## Merry Scratchmas

### December 2024 | Terms and Conditions

<b>Who is running the promotion?</b>	Clifford Gardens Shopping Centre, Corner James Street and Anzac Avenue, Toowoomba, Old, 4350 (ABN 23 318 856 072).
<b>When will the promotion start and end?</b>	The promotion runs from 9am 02/12/2024 until 2:30pm 22/12/2024, or when Scratch Card stocks run out, whichever comes first (the <b>Promotional Period</b> ).
<b>Who can enter?</b>	Only Australian residents aged 18 or over can enter. Photo identification may be required.
<b>Who can't enter?</b>	Directors, officers, management, and employees of: (a) the Promoter; (b) the agencies or companies associated with this promotion or the Promoter; or (c) the retail stores located at the Centre, and the immediate families of those people, can't enter.
<b>Where will the promotion run?</b>	The Promotion will run in all retail outlets in the Centre, Cnr James Street & Anzac Ave, Toowoomba, Queensland.
<b>Do I need to buy anything to claim an entry form?</b>	<p>Yes. During the Promotional Period, customers must spend: \$40 at a food specialty, \$60 at a mini major or any specialty; or \$80 at a major in a single transaction at Clifford Gardens (<b>Qualifying Purchase</b>).</p> <p>For clarity, the Qualifying Spend receipts cannot be combined, however one entry form will be issued for every receipt presented that meets the competition criteria.</p> <p>Excludes lay-by (including store layby, AfterPay, Certery or any other layby structured payment systems), ATM withdrawals, gift card purchases, mobile phone recharge cards, scripts and utility bill payments.</p>
<b>Scratch card collection instructions</b>	<p>After the customers have made a Qualifying Purchase, they must visit the Customer Service Desk (located near Terry White Chemmart) during the promotional period and present their original Qualifying Purchase receipt/s to receive their scratch card.</p> <p>Purchase receipt must clearly identify the Participating Retailer/s of purchase, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period). Please note EFTPOS receipts will not be accepted, only a tax invoice receipt is valid. Digital receipts must be printed out before presenting at the Customer Service Desk.</p> <p>If, in the Promoter's opinion, the customer has shared any receipt/s with another person, the entries will be invalid, and the customer will lose any right to play.</p> <p>A Scratch Card can be obtained during Customer Service Desk hours as outlined: Monday – Wed: 9am – 5pm, Thurs: 9am – 7pm, Fri: 9am – 5pm, Sat 9am – 4pm, Sun 10:30am – 2:30pm.</p>

<b>Prizes</b>	<p>A Scratch Card may contain a Prize. Prizes vary in nature and value. Prize can only be redeemed at Clifford Gardens Shopping Centre.</p> <p>Prizes include:</p> <ul style="list-style-type: none"> <li>• 10 x \$100 Clifford Gardens gift card</li> <li>• 100 x \$50 Clifford Gardens gift card</li> <li>• 160 x \$25 Clifford Gardens gift card</li> </ul> <p>The Promoter accepts no responsibility for changes in the prize values between the time of printing and the ultimate prize redemption.</p>
<b>Total Prize Pool</b>	The total prize pool is valued at \$10,000.
<b>How many times can I participate?</b>	The number of Scratch Cards per person is limited to two (2) per day during the Promotional Period. Incomplete or illegible claims will be deemed invalid.
<b>Redeeming an Instant Prize</b>	<p>To redeem an instant Scratch Card Prize, the participant should visit the Customer Service Desk during operational hours in the Promotional Period.</p> <p>All Scratch Cards must be redeemed on or before the date shown on the Scratch Card (Friday, 31/1/2025) and will NOT be valid after that date.</p> <p>Scratch Cards are automatically void if counterfeited, mutilated, forged, altered, or tampered with in any way, if illegible, mechanically reproduced, obtained outside authorised legitimate channels or if they contain printing, production, typographical, mechanical, or other errors, or if they are rendered inoperable due to any type of malfunction, whether technological or other</p> <p>If a prize is unavailable for whatever reason, Clifford Gardens Shopping Centre reserves the right in its absolute discretion to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirement.</p> <p>The Prize, or any unused portion of the Prize is non-refundable, non-transferable and cannot be exchanged for cash.</p>

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about the prize and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Promotional Period. If you return a Qualifying Purchase your entry will be deemed invalid (unless the product is defective).

### Gifts

- 3 The Clifford Gardens gift card is subject to the conditions imposed by the supplier of the gift card including any validity period. The gift card:
- (1) Is redeemable for merchandise or services at all Clifford Gardens retail stores.
  - (2) Is valid for redemption for 36 months from the date of issue. The Clifford Gardens Gift Card will be void and cannot be redeemed after the date of expiry. Once expired, the Clifford Gardens Gift Card cannot be replaced.
  - (3) Should be treated like cash. Defaced, mutilated, altered, lost or stolen cards will not be replaced, refunded, or redeemed. Promoter is not liable for any defaced, mutilated, altered, lost or stolen cards in connection with this offer or any gift, except liability which can't be excluded (which is limited to the greatest extent allowed by law).

(4) It is not redeemable for cash or merchandise, cannot be used to pay credit or retailer accounts, or used to withdraw cash at ATMs.

## General

- 4 If you are the winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this promotion is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as of the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 10 If this competition cannot run as planned for any reason beyond the Promoter's control, for example, due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 11 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Liability

- 12 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

- 13 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 14 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 15 The Promoter may communicate or advertise this promotion using Facebook or Instagram. However, the promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

#### **Collection and use of your personal information**

- 16 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition and (if you are a VIP member of the Centre) communicating with you as a VIP member. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors, and agents to assist in conducting this competition, storing data or communicating with you. If you are a VIP member of the Centre, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at [www.cliffordgardens.com.au](http://www.cliffordgardens.com.au) contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.