

## Father's Day - Terms & Conditions

1. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the manager of the Runaway Bay Centre, Greenpool Management Co Pty Ltd ACN 646 523 122 of C/o: Runaway Bay Centre Management ("Promoter").
3. Entry is only open to QLD residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Runaway Bay Centre, tenants and their employees (and their immediate families) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. This promotion will be conducted at the Runaway Bay Centre, QLD ("Centre").
6. The Promotion commences at 9am on Monday, 28 August 2023 and will run until 5pm on Saturday, 02 September 2023 ("Promotional Period")
7. To enter, individuals must complete the following steps during the Promotional Period:
  - a. Make a single purchase for \$50 or more at any speciality store or \$100 or more at any major store during the Promotional Period at Runaway Bay Centre (not including alcohol, tobacco, vape equipment, weapons, gambling, purchase of gift cards, cosmetic or surgical procedures, or medicines);
  - b. Present an original proof of purchase receipt to the Runaway Bay Centre Customer Service Desk on the day of purchase and collect an entry form to complete (Electronic receipts will not be accepted);
  - c. Once validated and stamped by Runaway Bay Centre Customer Service, your receipt will be attached to your completed entry form and the entry will be entered into the prize barrel.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid. Store receipts must be dated and show line items of what is purchased and must be redeemed on the day of purchase.
9. Multiple entries are permitted, provided that each entry is submitted separately and in accordance with all entry requirements. A single entry is permitted per receipt in excess of \$50 from a specialty store or \$100 in a major store. EG if the total receipt is \$600, only 1 entry is permitted.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise 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. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Runaway Bay Centre, 10/12 Lae Drive Runaway Bay QLD 4216 on Saturday, 02 September at 6pm ("Draw"). The Promoter will draw five (5) additional reserve entries and record them in the order that they were drawn in case an invalid, ineligible, or uncontactable entrant is drawn. An entrant does not need to attend the Draw to win a prize.
12. Winner(s) will be notified by phone call within two (2) business days of the Draw.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. The first valid entry drawn will win a Travel Associates Gift Card to the value of \$3,500AUD, the second valid entry drawn will win a \$1,000AUD Runaway Bay Centre Gift Card and the third valid entry drawn will win a \$500AUD Woolworths Ampol Fuel Gift Card.
15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

- a) to disqualify any entrant; or
  - b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate.
19. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
  20. 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 QLD ("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.
  21. 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 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); any theft, unauthorised access or third party interference; c) any entry or prize 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.
  23. As a condition of accepting a prize, each winner 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.
  24. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter.
  25. The Promoter collects personal information ("PI") to conduct the competition 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 [www.runawaybaycentre.com.au](http://www.runawaybaycentre.com.au). 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 Australian 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.
  26. Travel Associates Gift Card Terms and Conditions apply to the winner of the AUD\$3,500 Travel Associates Gift Card and can be viewed at <https://www.flightcentre.com.au/gift-card-terms-and-conditions>
  27. Runaway Bay Centre Gift Card Terms and Conditions apply to the winner of the AUD\$1,000 Runaway Bay Centre Gift Card and can be viewed at <https://runawaybaycentre.com.au/centre-info/gift-cards/>