

STRIKE GOLD at Runaway Bay Centre Share your Golden Memories and WIN! Terms and 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, 10-12 Lae Drive, Runaway Bay QLD 4216 ("**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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or first cousin.
- 5. This promotion will be conducted at the Runaway Bay Centre, 10-12 Lae Drive, Runaway Bay, QLD 4216 ("Centre").
- 6. The Promotion commences at 9:00am (AEST) on Saturday 20 September 2025 and will end at 5:00pm (AEST) on Sunday 5 October 2025 ("**Promotional Period**").
- 7. To enter **STRIKE GOLD at Runaway Bay Centre**, individuals must complete the following steps during the Promotional Period:
 - a) Make a single purchase for \$50 or more at any specialty store, supermarket or major retailer 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) Obtain an entry form at the point of sale or present an original proof of purchase receipt to the Runaway Bay Centre Customer Service Desk and collect an entry form to complete.
 - c) Date of purchase/s must be within the Promotion Period referenced in Item 6.
 - d) Entry forms must be completed in full, including name, contact phone number, email address, postcode, date of spend, retailer visited, and total spend amount.
 - e) Place the completed entry form into the Golden Barrel, located near the Food Court or at the Customer Service Desk.
 - f) Receipts MUST be kept as they will be required as proof of purchase to collect the prize.
- 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 totalling \$50 or more from a specialty store, supermarket or major retailer. E.g. if the total receipt is \$600, only one entry is permitted.
- 10. To enter **Share your Golden Memories and WIN!**, individuals must complete the following steps during the Promotional Period:
 - a) Visit the Runaway Bay Centre website (<u>runawaybaycentre.com.au/</u>) or scan a QR code located on signage throughout the centre to navigate to the competition page.
 - b) Share a memory or story of Runaway Bay Centre pertaining to the past 50 years.
 - c) Entry Responses can take the form of a written submission or a digital upload (e.g. photograph, artwork, etc.)
 - d) Entry forms must be completed in full, including name, contact phone number, email address and postcode.
 - e) Entrants must ensure their entry is free of copyright infringements.
 - f) No purchase is required to enter this competition.

- g) Multiple entries are permitted, provided that each entry is submitted separately and in accordance with all entry requirements.
- 11. Each Share your Golden Memories and WIN! entrant warrants that their Entry Response:
 - a) is their own original work
 - b) it is not copied in any manner from any other work
 - c) does not infringe the copyright, moral rights, trademark rights or any other rights of any third party
- 12. **Share your Golden Memories and WIN!** entrants retain all ownership in their Entry Response. However, by submitting their Entry Response, entrants hereby grant the Promoter an irrevocable, nonexclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Response for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
- 13. 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.
- 14. The Draw for each promotion will take place at Runaway Bay Centre, 10-12 Lae Drive, Runaway Bay QLD 4216 on Monday 6 October 2025 at 12:00pm AEST ("**Draw**"). The Promoter will draw five (5) additional reserve entries for each promotion 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.
- 15. The **STRIKE GOLD at Runaway Bay Centre** winner will be selected at random using an appropriate randomisation program, formula or method.
- 16. **Share your Golden Memories and WIN!** is a game of skill and the Promoter will select the winner based on the content of the Entry Response.
- 17. Winners will be notified by email and telephone within two (2) business days of the Draw.
- 18. If a winner does not respond within three (3) weeks of being notified that they have won the promotion, or if the winner cannot be contacted by the Promoter, or is not readily identified, and reasonable efforts have been made by the Promoter to contact or identify the winner which were unsuccessful, they will automatically forfeit their prize and the Promoter reserves the right to select a reserve winner, in the order they were selected in the original Draw.
- 19. The reserve winner/s will be notified by email and telephone.
- 20. If a reserve winner does not respond within two (2) business days of notification they have won the promotion, the Promoter must select the next reserve winner in the order they were selected in the original Draw.
- 21. The Promoter's decision is final, and no correspondence will be entered into.
- 22. The first valid **STRIKE GOLD at Runaway Bay Centre** entry drawn will win a \$5,000AUD shopping spree, consisting of Runaway Bay Centre Gift Cards totalling \$5,000AUD.
- 23. The **Share your Golden Memories and WIN!** winner will receive Runaway Bay Centre Gift Cards totalling \$500AUD.

- 24. If any prize (or part of any prize) is unavailable, the Promoter reserves the right to substitute a prize of equal value and/or specification.
- 25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 26. Prizes must be claimed by 4:00pm AEDT on Friday 7 November 2025.
- 27. Prize to be collected after the promotional period ends and booked in advance with Runaway Bay Centre, Centre Management, 10-12 Lae Drive, Runaway Bay QLD 4216.
- 28. 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 renumeration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 29. 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
 - b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate.
- 30. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
- 31. 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.
- 32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including is 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)
 - b) 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 from that stated in these Terms and Conditions
 - e) any tax liability incurred by a winner or entrant
 - f) use of a prize
- 33. 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.
- 34. 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.
- 35. 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 <u>runawaybaycentre.com.au</u>. 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.

- 36. This Promotion is in no way sponsored, endorsed, or administered by, or associated with any social media platform, including Facebook and Instagram. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
- 37. Terms and Conditions apply to Runaway Bay Centre Gift Cards and can be viewed at /runawaybaycentre.com.au/centre-info/gift-cards/