Snap, Smile & Win Terms & Conditions

Participation in this promotion is deemed acceptance of these Terms and Conditions.

1. Promotion

Snap, Smile & Win

2. Promoter

The promoter is the manager of Runaway Bay Centre, Greenpool Management Co Pty Ltd ACN 646 523 122 of C/-: Centre Management, 10-12 Lae Drive, RUNAWAY BAY QLD 4216 (**Promoter**).

3. Eligible Entrants

Entry is only open to residents of Queensland aged 18 years or over.

Eligible Entrants must also book and sit for your Santa Photo via Scene to Believe, using the 2026 Santa Photos booking link found on the Runaway Bay Centre website.

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 1st cousin.

4. Promotional Period

The Promotion commences on Saturday 7th November 2026 at 9:00am AEST and closes on Sunday 13th December 2026 11.59pm AEST (**Promotional Period**). The Promoter reserves the right to extend the promotion end date at any time (subject to regulatory approval).

5. How to Enter

To enter, individuals must complete the following:

a) Book a Runaway Bay Centre Santa Photo Session, to take place between Saturday 28th November to Sunday 13th December, OR
b) "Walk in" to have your Santa Photo Session at Runaway Bay Centre, between Saturday 28th November and Sunday 13th December AND
c) Sit for their allotted booking time and/ or walk in to complete their Santa Booking by registering with the Scene to Believe Santa Booking Staff and having their photo taken with Santa before close of business on Sunday 13th December 2026.

Late entries will not be accepted. Incomplete entries, including if the sitting does not proceed, or is postponed until after the Promotional Period, will not be considered valid.

This Promotion is valid for Santa Photography services, including Santa Paws and Sensitive Santa sessions as available during the Promotional Period on the Booking Site.

Any sessions which are "re-shot" for any reason are not considered additional entries for the purpose of this Promotion.

Only Santa Photography sessions conducted by Scene to Believe are valid for this Promotion.

6. Entries Permitted

Multiple entries are allowed, given that all applicable conditions of Section 5 are completed for each individual booking. Online bookings that are cancelled or not attended will be deemed invalid.

7. Validation of Entries

i. Entries are only valid if online bookings are completed by visiting Runaway Bay Centre at the allotted booking time and registering by the Scene To Believe booking staff.
ii. 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.
iii. 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.
iv. 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.

8. Winner Selection

One (1) winner will be selected from all valid entries received during the Promotional Period.

The draw will take place at 10-12 Lae Drive, Runaway Bay on Monday 15th December 12:00pm (**Draw**).

A winner will be determined as follows:

a) The first valid entry drawn will win the prize/s as described in these Terms & Conditions.
b) Winner(s) will be selected by an appropriate randomisation program, formula, or method, from all eligible entries received during the promotion period.
c) Winner(s) will be selected based on the order they are drawn.
d) The Promoter's decision is final, and no correspondence will be entered into.

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 (**Reserve Winners**).

An entrant does not need to attend the Draw to win a prize.

9. Prizes

There is one (1) prize available:

Prize Description	Total Prize Value
Runaway Bay Centre Gift Card	**$500.00**

There is a maximum of 1 prize per person.

Prize Conditions

Redemption of the Prize is subject to the terms and conditions of the issuer, as associated with the Prize, which are available via **https://runawaybaycentre.com.au/centre-info/gift-cards/**

Total Prize Pool

The total maximum prize pool is valued at $500.00 AUD.

10. Notification of Winners

Winner(s) will be notified within 24 hours of the draw, via the contact information provided on their entry form (email address and/ or phone number).

Winner(s) must respond within 48 hours to claim their prize. Failure to do so may result in the prize being forfeited and a Reserve Winner being selected, in the order they were drawn.

11. Prize Claim

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 to the equal value and/or specification.

Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Prize Claim Date

Prizes must be claimed by 4.30pm AEST on 15 January 2027 from Runaway Bay Centre Management.

Winners must arrange for a suitable collection time with Centre Management and present a valid form of photo ID on collection.

Unclaimed Prizes

If no winner has responded within 4 weeks of being notified they have won the promotion, if the winner cannot be contacted by the Promoter, or if the winner is not readily identified, and reasonable efforts by the Promoter to contact or identify the winner which were unsuccessful, they will automatically forfeit the prize and the Promoter reserves the right to offer the prize to the first ‘reserve’ prize winner drawn (as outlined in Section 8 above).

The reserve winner/s will be notified by email and telephone within 48 hours.

The results of any unclaimed prize draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.

12. Standard Terms

i. 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.

ii. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

iii. 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 WA ("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.

iv. 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);
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 to that stated in these Terms and Conditions;
e. any tax liability incurred by a winner or entrant; or
f. use of a prize.

v. 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.

vi. 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.

vii. 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 on the Shopping Centre website. 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.

viii. By entering this Promotion, you agree that the Promoter may keep your personal information on its database and use it for future marketing, including contacting you by email or SMS. All marketing messages will include a working unsubscribe option, as required by the Spam Act 2003 (Cth) and Spam Regulations 2021 (Cth). Messages sent only about the running of this Promotion may not include an unsubscribe option.