

**Canberra Centre Shopping Centre (Centre)**  
**“Spend \$5 and receive a free coffee” 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 “Participating Dining Retailers” and retain the receipt;
  - (b) Present the receipt to the Customer Service Desk on level 2 of the Centre;
  - (c) Register your details at the Customer Service Desk (“Qualifying Registration”);
  - (d) The Customer Service staff will provide you with one token as a “Gift”.
  - (e) Hand your token into one of the “Participating Drink Retailers” during the Promotion Period to redeem one small complimentary coffee or hot beverage,
  - (f) Claimants will receive their token, while stocks last;
  - (g) The token must be redeemed at a Participating Drink Retailers before 5.00pm on 1<sup>st</sup> March 2021;
  - (h) Specified beverages available at each Participating Drink Retailers are provided on the flyer accompanying the token; and
  - (i) as 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 Dining Retailers or Participating Drink Retailers 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 two thousand (2000) Gifts and two thousand (2000) 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:
  - (j) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
  - (k) 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.

**Canberra Centre Shopping Centre (Centre)**  
**“Spend \$5 and receive a free coffee” Promotion**  
**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 **(02) 6276 4202**.
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 **(02) 6276 4202** to ask for access to the 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 [www.canberracentre.qicgre.com](http://www.canberracentre.qicgre.com).
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 **(02) 6276 4202** 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.
- (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).

“**Gift**” means one of 2000 available tokens available for use at the Participating Drink Retailers in the level 2 food court redeemable for one small complimentary coffee or hot beverage valued at \$3-\$5 or any substitute Gift of a similar replacement type and value as determined by the Promoter.

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

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

“**Participating Dining Retailers**” means ACAI BROTHERS, BETTY’S BURGERS & CONCRETE CO, CAFFE CHERRY BEANS, DONUT KING, DUMPLINGS & CO, GAMI CHICKEN & BEER, GUZMAN Y GOMEZ, KINGPIN, KOKO BLACK, NOSH, PAPPARICH, SOUL ORIGIN, STANTON, THE MOMENT, VAPIANO, WRECKLESS BY LSR.

“**Participating Drink Retailers**” means COFFEE LAB, ALTER EGO, SOUL ORIGIN.

“**Promoter**” means the owner of the Centre, Canberra Centre Investments Pty Ltd ACN 067 682 893 atf Canberra Centre Investment Trust and QIC Limited ACN 130 539 123 atf Canberra Centre (No. 2) Investment Trust, Level 5, Central Plaza II, 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 1 January 2021 to 5:00pm on 28 February 2021.

“**Qualifying Registration**” means a registration which complies with the requirements of clause 3.

**Definitions**

“**Centre**” means Canberra Centre located at Bunda Street, Canberra City ACT 2601.

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

- (a) is a resident of Australian Capital Territory;
- (b) is under 12 years of age and has a parent or guardian’s permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits a Qualifying Registration.

“**Non-Eligible Person**” means the following:

- (a) owners and managers of the Centre;