

Competition – QIC NATIONAL APRIL 2021

Title	Details
Name of Competition	Mother's Day Spend to Win April May 2021
State Competition is being held	VIC
Promoter	Watergardens Pty Ltd ACN 066 255 205 atf Watergardens Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.
Shopping Centre address	Watergardens Town Centre located at 399 Melton Highway, Taylors Lakes Vic 3038
Centre Contact Number	(03) 9361 5511
Privacy	watergardens.qicgre.com
Competition Period	Start date: 9am, Thursday 22 April 2021. End date: 5pm, Saturday 8 May 2021
Eligibility Restrictions	Entry is only open to VIC residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
Entry Method for Eligible Entry	To enter the Competition, you must complete the following steps during the Competition Period: a) Spend \$150 or more (in multiple transactions in a single day) at participating retailers. b) Enter the details into the competition microsite via watergardens.qicgre.com
Maximum Number of Entries Permitted	There is no limit on the number of times a Participant may enter the Competition during the Competition Period.
Entry form Collection Location	Via participating retailer QR codes.
Eligible Transaction Required	Yes
Purchase Receipt Validation Required	Yes
Total Prize Pool Value	\$10,350.
Number of Prizes	Major Prize: 1 x \$1,000 Watergardens Gift Card. Instant Prize: 187 x \$50 Watergardens Gift Card.
Number of Winners	1 x Major Prize Winner 187 x Instant Prize Winners
Major Prize Description	The major prize of a \$1,000 Watergardens Gift Card or any substitute prize of a similar replacement type and value as determined by the Promoter.
Instant Prize Description	Instant prize is a \$50 Watergardens Gift Card or any substitute prize of a similar replacement type and value as determined by the Promoter. Instant prizes will be issued at random via the competition platform. Instant prizes cannot be exchanged for cash.
Prize Conditions	If applicable any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the

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	gift card. A maximum of 2 x instant prizes can be won during the promotional period.
Draw Date	Major Prize Drawn: 10am, Monday 10 th May 2021.
Draw Time (AEST)	Instant prizes to be awarded at random throughout the competition period.
Major Prize Draw Location	At the office of Compco Digital, 3/166 Ramsgate Avenue, Bondi, NSW 2026.
Method of Selecting Winner(s)	The Promoter will conduct a random computerised draw.
Notification of Winner(s)	Instant winner(s) will be notified immediately via the competition platform and will be sent an automated email from the system. Major Prize winners will be contacted by phone or email immediately after the major prize draw.
Claimed Prizes: Period Prize Must be Claimed By	5pm, 05/06/21
Unclaimed Prizes: Period Until Another Prize Winner is Drawn	Any unclaimed prizes will be forfeited.
Prize Delivery	Both instant and major prizes available for collection from the Customer Service Desk Located near Big W.
Prize Restrictions	<p>As per the below Terms & Conditions of the Competition, unless the Prize is a cash prize, the prize(s) are not redeemable for cash. Prizes are not transferable; and</p> <p>If the Prize is provided by a third party, the Prize is subject to any conditions imposed by the relevant provider(s); and</p> <p>The Prize may require booking and completing as specified by the Promoter or by the Prize Provider; and</p> <p>The Prize is subject to availability and is subject to any terms and conditions imposed by the relevant providers.</p>
Personal Information Required from Participant	<input checked="" type="checkbox"/> Email Address <input checked="" type="checkbox"/> Full Name <input checked="" type="checkbox"/> Phone Number <input checked="" type="checkbox"/> Suburb <input checked="" type="checkbox"/> Postcode <input checked="" type="checkbox"/> Gender <input checked="" type="checkbox"/> Store where transaction was made and purchase value
Publication Details	Winner(s) of the Prize(s) may be published on watergardens.qicgre.com on 10th May 2021.
Centre's Use of Personal Information	<input checked="" type="checkbox"/> Conducting the Competition /Promotion <input checked="" type="checkbox"/> Carrying Out Marketing Promotions and Activities <input type="checkbox"/> Supplying Information to Third Party Organisations which provide special prizes or offers

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	<input checked="" type="checkbox"/> Adding the details of the participant to the Centre database <input type="checkbox"/> Adding the details of the Participant to the database of a disclosed third party. If required, please provide the details of the relevant third party (discuss with GRE Legal) <input type="checkbox"/> Other
Privacy Policy	Available at watergardens.qicgre.com
If the Prize is a Gift Card (or another Prize/Gift which has conditions attached), where can the terms and conditions for the prize/gift be found	watergardens.qicgre.com
List of Participating Stores Required	List of Participating retailers in Annexure A.

Terms & Conditions:

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted during the Competition Period.
 - (a) To enter the Competition, the Eligible Person must complete the Entry Method for Eligible Entry specified Spend \$150 or more in a single day, at participating retailers during the competition period. (Multiple transactions are allowed)
 - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
4. For Competitions which include Participating Retailers the Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time.

The Competition

5. The Competition will be conducted either at the Centre, online at the Centre’s website or on the Centre’s social media accounts during the Competition Period. The Competition will end on expiration of the Competition Period.

Eligibility

6. The Competition is only open to Eligible Persons.
7. 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 Prize

8. Each Eligible Entry by an Eligible Person will be entered into the Competition.
9. If a Prize Recipient is under the age of 18 years, the parent or guardian of the Prize Recipient who gave permission for entry into the Competition will be deemed to be a Prize Recipient for the purposes of the Competition.
10. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The Prize Winners be drawn at random throughout the promotional period.
12. The draw will take place at the office of Compco Digital, 3/166 Ramsgate Avenue, North Bondi 2026.
13. The Promoter will use reasonable efforts to notify the Major Prize Winner to arrange collection of the Prize.
14. If despite reasonable efforts the Promoter is unable to locate or contact the Major Prize Winner within seven (7) days after a winner is drawn, another Prize Winner will be drawn. Any subsequent winner will be notified in accordance with these Terms and Conditions.
15. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's website and/or Facebook account and/or Instagram account(s).
16. A Participant claiming to be a Prize Winner will be required to provide proof of identity and their receipt to claim the prize.
17. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
18. The Prizes are subject to the conditions relating to the use of the Prize (including validity period) which can be obtained directly from the Prize provider. Where the use of the Prize is subject to the terms and conditions of a Prize 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.

Other General Terms

19. All Competition entries are the property of the Promoter.
20. Each Participant:
 - (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
 - (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
 - (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.
21. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
22. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or

- (b) any personal injury suffered or sustained,
during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
23. Each Participant indemnifies and keeps indemnified the Promoter Entities and Facebook and Instagram 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 Competition or the use of the Prize by the Participant.
24. If this Competition 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 Competition as appropriate.
25. The Competition is not sponsored, endorsed, administered by, or associated with, Facebook or Instagram. The Participant agrees that Facebook or Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook and Instagram to the full extent permitted by law.
26. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.
27. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries, or suspend or modify a Prize.

Privacy

28. 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 Competition, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's name, Facebook account and/or Instagram name.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided the purpose of adding the Participant's details to the Centre's database.
30. The Promoter will collect, use and disclose the personal information which the Participant has provided, for the purpose of carrying out the Competition (in particular and in general for notification and promotion of Prizes).
31. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
32. 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.
33. 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 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.

34. 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 the Centre's website.
35. 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 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.

Definitions

"Centre" means the owner of the Centre, QIC Limited (ACN 130 539 123) Watergardens Pty Ltd ACN 066 255 205 atf Watergardens Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.

"Competition" means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period starting 9am, 22nd April – 5pm, 8th May 2021.

"Eligible Entry" means an entry which complies with the requirements of Eligible Entry.

"Eligible Person" means an individual who:

- (a) is a resident of VIC.
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) is not a Non-Eligible Person; and
- (d) submits an Eligible Entry.

"Eligible Transaction" means a transaction made by an Eligible Person who makes a purchase at a Participating Retailer during the Competition Period. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, electronic receipts (on phones) or 'click and collect' (online purchases), subscriptions, medical and cosmetic services, TAB, liquor and cigarette purchases, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Intellectual Property Rights" means all intellectual property rights, including copyright and any right to keep confidential information confidential.

"Materials" means written materials provided by the Participant pursuant to the Competition.

"Moral Rights" means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (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).

"Participant" means any person who participates in the Competition.

"Participating Retailer" means the retailers included in the list of Participating Retailers.

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“Prize” means the Prize or any substitute Prize of a similar replacement type and value as determined by the Promoter.

“Promoter” means the owner of the Centre. Watergardens Pty Ltd ACN 066 255 205 atf Watergardens Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.

“Promoter Entities” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel including social media companies Facebook and Instagram.

Annexure A; List of Participating retailers

Participating Retailers		
Allure Accessories	Katies	Sunline Clothing Alterations
Amazed Hair	Kevin Paisley	Supre
Angus & Coote	Laser Clinics Australia	Sussan
Australian Skin Clinics	Looksmart Alterations	Suzanne Grae
Bad Workwear	Lovisa	Taking Shape
Bamboo Childrens Wear	Luxury Nails & Beauty	Target
Barber Dollz	Max Therapy	Tarocash
Beauty On Earth	Maxi Care Eyebrows	Terry White Pharmacy
Best & Less	Maxicare Beauty Salon	The Athlete's Foot
Betts	Mecca Maxima	The Beauty Circle
Bevilles Jewellers	Michael Hill	The Body Shop
Big W	Millers	U Star Nails
Bonds	Mimco	Universal Store
Bras N Things	My Beauty Spot	Valleygirl
Chemist Warehouse	My Skin Clinics	W Lane
City Chic	Napoleon Perdis	Williams
Classic Barbers	Neeri's Cleopatra Hair & Beauty	Xpress Cutz & Colour
Colette by Colette Hayman	Neverland Store	YD
Connor	Noni B	
Cotton On	Novo	
Cotton On Body	Off Ya Tree	
Cotton On Kids	OPSM	
Da Barber	Ottoman 3	
Decjuba	Ozmosis	
Delicate Nails	Pandora	
Dotti	Paper Kites	
Elite Eyebrows	Peter Alexander Sleepwear	
Factorie	Peter Jackson	
Footlocker	Platypus Shoes	
Forever New	Politix	
Ghanda	Priceline Pharmacy	
Goldmark	Rebel Sport	
Grindstone Barbers	Rivers	
Hairhouse Warehouse	Rockmans Be Me	
Hawaii Nails	Shaver Shop	
Hoskings Jewellers	Shoe Warehouse	
Industrie	Skechers	
Jay Jays	Sox on the Move	
Johnny Bigg	Specsavers	
Just Cuts	Spendless Shoes	
Just Jeans	Sportsgirl	
Just Nails and Beauty	Strandbags	
Kathmandu	Sunglass Hut	