

COMPETITION TERMS & CONDITIONS

Eats On Us

PARTICULARS

Item 1.	Type of Competition	Game of Skill
Item 2.	Name of Competition	Eats On Us
Item 3.	Shopping Centre	Robina Town Centre, located at: Robina Town Centre Dr, Robina QLD 4230
Item 4.	State Competition is being held	Queensland
Item 5.	Promoter	QIC Robina Pty Ltd (ACN 080 215 354) as trustee for QIC Robina Trust (ABN 98 129 955 018)
Item 6.	Centre Contact Number	(07) 5575 0481
Item 7.	Privacy	For privacy information please visit: https://robinatowncentre.qicgre.com/
Item 8.	Competition Period	Start Date: 12 May 2022 at 10:00 AM (AEST) End Date: 5 June 2022 at 02:00 PM (AEST)
Item 9.	Eligibility Restrictions	Entry is only open to Queensland residents. Entrants under the age of 16 must have parent or legal guardian approval to enter.
Item 10.	Entry Method for Eligible Entry	To enter the Competition, the entrant must complete the following steps during the Competition Period: Step 1 - Spend \$15 or more at any Food Atrium retailer at Robina Town Centre. Step 2 - Provide your receipt/s to an 'Eats On Us' staff member at the game zone. Step 3 - Fill out the required details to be eligible to play.
Item 11.	Maximum Number of Entries Permitted	Only one (1) eligible entry per person, per email, per day will be accepted. By completing the entry method the entrant will receive one (1) entry, to be eligible to play.
Item 12.	Entry Form / Information Form Required	Yes
Item 13.	Entry Form / Information Form Collection Location	The Game Zone (Lower Ground 1, near The Coffee Club, Robina Town Centre, QLD, 4230).
Item 14.	Purchase Receipt Validation Required	Yes. Receipts must be dated within the specified campaign period being Thursday 12 May – Sunday 5 June. Receipts outside of this period are not eligible for entry.

Item 15.	Total Prize Pool Value	\$20,000.00 AUD
Item 16.	Number of Prizes	Minimum prize value \$2 (per person) Food Atrium Dollar Voucher/s. Maximum prize value \$10 (per person) Food Atrium Dollar Voucher.
Item 17.	Number of Winners	Minimum number of winners 2,000. Maximum number of winners 10,000. Determined by game play throughout the duration of the campaign.
Item 18.	Prize Description	The winner will receive: Food Atrium Dollar Vouchers in denominations of either \$1 or \$5 value determined by their game of skill. [or any substitute prize of a similar replacement type and value as determined by the Promoter].
Item 19.	Prize Conditions	Participants must be 16 years of age or older, otherwise must be accompanied by an adult. Retailer receipts must be dated within the specified campaign period being Thursday 12 May – Sunday 5 June. Receipts outside of this period are not eligible for entry. Strictly limited to one entry, per person, per email, per day. Game rules are at the discretion of Eats On Us staff and will be explained to participants at time of game play.
Item 20.	Selection Date	12 May 2022 at 10:00 AM (AEST) until 5 June 2022 at 02:00 PM (AEST).
Item 21.	Selection Location	Lower Ground 1, near The Coffee Club, Robina Town Centre, QLD, 4230.
Item 22.	Method of Selecting Winner(s)	All valid entries will be individually judged by the Promoter or representatives of the Promoter (in the Promoter's sole and absolute discretion) by the Selection Date and Time listed above, on originality, creativity and suitability.
Item 23.	Notification of Winner(s)	In person, post-game play at the Eats On Us Game Zone.
Item 24.	Claimed Prizes: Period Prize Must be Claimed By	5 June 2022 at 02:00 PM (AEST). Food Atrium Dollar Voucher valid for use at participating retailers through to Sunday 12 June 2022.

Item 25.	Unclaimed Prizes: Period Until Another Prize Winner is Drawn	N/A
Item 26.	Prize Delivery	The Prize(s) will be delivered in person, post-game play at the Eats On Us Game Zone.
Item 27.	Prize Restrictions	As per the below Terms & Conditions of the Competition unless the Prize(s) are a cash prize the prize(s) are not redeemable for cash nor transferrable; If the prize(s) include participation by a winners companion the companion must comply with any conditions specified by the Promoter; If the Prize is provided by a third party the Prize is subject to any conditions imposed by the relevant provider(s); and The Prize is subject to availability and is subject to any terms and conditions imposed by the relevant provider(s).
Item 28.	Personal Information Required from Participant	Full Name, Email Address, Store where valid transaction was made, Transaction Amount and Post Code.
Item 29.	Publication Details	The Winner(s) of the Competition will not be published
Item 30.	Centre's Use of Personal Information	Conducting the Competition or Promotion; Carrying Out Marketing the Competition or Promotions Activities and Adding the Details of the Participant to the Centre Database
Item 31.	If the Prize is a Gift Card (or another Prize which has conditions attached), where can the terms and conditions for the Prize be found.	https://robinatowncentre.qicgre.com/ No other T&C's applicable
Item 32.	List of Participating Stores Required	Eligible purchases to enter the promotion can be made from any Robina Town Centre Food Atrium retailers and inclusive of Mrs Fields, Gong Cha and The Coffee Club. Winning Food Atrium Dollar Vouchers can <u>only</u> be redeemed at the following stores at specified on voucher: 1. Soul Origin 2. Guzman Y Gomez 3. Schnitz 4. Mrs Fields 5. Subway 6. Tutti Frutti 7. Divya Indian 8. O & Bowl 9. Little Viet Rolls 10. Asian Delight

Item 33.	List of Non-Participating Stores	Winning Food Atrium Dollar Vouchers cannot be redeemed at the following stores: <ol style="list-style-type: none">1. Ali Baba2. Bucking Bull3. KFC4. McDonalds5. Sushi Dlite6. Gong Cha7. The Coffee Club
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TERMS AND 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.
4. To participate in the Competition, the Eligible Person must during the Competition Period:
 - (a) To enter the Competition, the Eligible Person must complete the Entry Method for Eligible Entry specified during the Competition, Period; and
 - (b) if the Eligible Person is under the age of 16 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
5. 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

6. 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

7. The Competition 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 Prize

9. Each Eligible Entry by an Eligible Person will be entered into the Competition.
10. If a Prize Recipient is under the age of 16 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 **selected** will win a Prize.
12. The selection will take place at the Centre.
13. The Promoter will use reasonable efforts to notify the Prize Winners to arrange delivery or collection of the Prize.
14. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within seven (7) days after a winner is selected, another Prize Winner will be selected. 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.
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 obtain 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 full name, Facebook account and/or Instagram name.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided for 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 Centre specified.

"Competition" means the opportunity to be selected as the winner of a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period specified.

"Eligible Entry" means an entry which complies with the Promoter's requirements.

"Eligible Person" means an individual who:

- (a) is a resident of the relevant state/territory the Centre is located within;
- (b) if under 16 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.

"Prize" means the Prize or any substitute Prize of a similar replacement type and value as determined by the Promoter. Entrants may only win one (1) Prize.

"Promoter" means the owner of the Centre.

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