

Hyperdome Shopping Centre (Centre)
January School Holidays 2021 – Receive a FREE* DIY Money Box when you join our Kids Club Competition
Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted during the Promotion Period. Eligible Persons may enter the Promotion once only during the Promotion Period.
3. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) Visit the Centre's website (www.hyperdomeshopping.com.au);
 - (b) Complete all details on the online entry form including first name, last name, email, phone number, date of birth, postcode and suburb;
 - (c) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and

Only the first (700) number of valid claims received will each be awarded the gift outlined below.

The Promotion

4. The Promotion will be conducted online at the Centre's website (www.hyperdomeshopping.com.au) during the Promotion Period. The Promotion will end on expiration of the Promotion Period or when all Gifts have been exhausted whichever is sooner.

Eligibility

5. The Promotion is only open to Eligible Persons.
6. 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

7. There will be (700) Gifts for recipients of a Gift (**Gift Recipients**).
8. The Gift is not transferable, refundable or exchangeable and cannot be taken as cash.
9. If the 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 the Gift recipient for the purposes of the Promotion.
10. Customer Service have the right to refuse issue.

Other General Terms

11. All Promotion entries are the property of the Promoter.

12. If any Gift is not allocated by the end of the Promotion Period, the Promotion Period may be extended at the Promoter's discretion.
13. 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.
14. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (e) 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.
15. 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 Competition or the use of the Prize by the Participant.
16. If this Competition is interfered with in any way or is not capable of being conducted as reasonable 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.
17. If for any reason any aspect of this Promotion 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 Promotion and invalidate any affected entries, or suspend or modify a Prize.

Privacy

18. 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

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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.

19. 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.
20. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Promotion (in particular and in general for notification and promotion of Gifts.
21. 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.
22. 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 (07) 3801 9101.
23. 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 (07) 3801 9101 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.
24. 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.hyperdomeshopping.com.au.
25. 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 (07) 3801 9101 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 Hyperdome Shopping Centre located at the corner Bryants Road and Pacific Highway, Loganholme Qld 4129..

“Eligible Person” means an individual who:

- (a) is a resident of Queensland;
- (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;
- (d) submits an Eligible Entry; and

“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.

“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).

“Gift” means one (1) of Baa-Baa Bank Money Box to the value of \$2 or any substitute Gift of a similar replacement type and value as determined by the Promoter. Entrants may only receive one (1) Gift.

“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 Competition.

“Promoter” means the owner of the Centre, QIC Logan Hyperdome Pty Ltd ACN 076 279 699 atf QIC Logan Hyperdome Trust and QIC Logan Hyperdome (No. 2) Pty Ltd ACN 135 625 786 atf QIC Logan Hyperdome (no. 3) 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 means the period specified from 11-24 January 2021.

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

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Participation in the Competition

26. By participating in the Competition, the Participant agrees to these Terms and Conditions.
27. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Promotion Period.
28. Eligible Persons may enter the Promotion once only during the Promotion Period.
29. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (f) Visit the Centre's website (www.hyperdomeshopping.com.au);
 - (g) Complete all details on the online entry form including first name, last name, email, phone number, date of birth, postcode and suburb;
 - (h) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and

Only the first (700) number of valid claims received will each be awarded the gift outlined below.

The Promotion

30. The Promotion will be conducted online at the Centre's website (www.hyperdomeshopping.com.au) during the Promotion Period. The Promotion will end on expiration of the Promotion Period.

Eligibility

31. The Promotion is only open to Eligible Persons.
32. 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

33. There will be (700) Gifts and (700) recipients of the Gift.
34. The Gift is not transferable, refundable or exchangeable and cannot be taken as cash.
35. If the 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 the Gift recipient for the purposes of the Promotion.
36. A Participant claiming to be the Gift recipient will be required to provide proof of identity.
37. 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.

38. The Prize is subject to the conditions relating to the use of the Prize (including validity period) which can be viewed at (www.hyperdomeshopping.com.au)

Other General Terms

39. All Competition entries are the property of the Promoter.
 40. Each Participant:
 - (d) 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;
 - (e) 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
 - (f) 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.
 41. 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.
 42. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (i) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (j) 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.
 43. 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 Competition or the use of the Prize by the Participant.
 44. If this Competition is interfered with in any way or is not capable of being conducted as reasonable 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:
 45. disqualify any Participant; and/or
 46. modify, suspend, terminate or cancel the Competition as appropriate.
- Privacy**
47. 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 will be required to provide the Promoter with personal

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information about themselves such as the Participant's name, email address, street name, suburb and postcode.

48. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition (including as described in clause **Error! Reference source not found.** in particular and in general for notification and promotion of Prizes);
 - (b) supplying the personal information to organisations which provide special prizes or offers, including but not limited to tenants of the Centre and Promoter Entities.
49. 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.
50. 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 (07) 3801 9101.
51. 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 (07) 3801 9101 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.
52. 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.hyperdomeshopping.com.au
53. 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 (07) 3801 9101 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 Hyperdome Shopping Centre located at the corner Bryants Road and Pacific Highway, Loganholme QLD 4129..

"Competition" means the opportunity to win the Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 9:00am on 6 October 2020 to 5:00pm on 28 October 2020.

"Eligible Entry" means an entry which complies with the requirements of clause 4.

"Eligible Person" means an individual who:

- (e) is a resident of Queensland;
- (f) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (g) is not a Non Eligible Person;
- (h) submits an Eligible Entry; and

"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.

"Prize" means one (1) prize of a chilling Halloween I-SCREAM! van summoned to their street on 31st Oct 2020. Ice cream truck appearance will be for one hour and approximately 450 Streets ice creams to the value of \$1,700 for residents of the street the winner lives on or any substitute prize of a similar replacement type and value as determined by the Promoter.

"Promoter" means the owner of the Centre, QIC Logan Hyperdome Pty Ltd ACN 076 279 699 atf QIC Logan Hyperdome Trust and QIC Logan Hyperdome (No. 2) Pty Ltd ACN 135 625 786 atf QIC Logan Hyperdome (no. 3) 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.