

Australia Fair Gift with Purchase - "FREE Sterling Silver Cubic Zirconia Pendant & Earring Set" ("Promotion") Terms and Conditions of Entry ("Terms")

1. These official Terms and Conditions ("Terms") apply to the "**FREE Sterling Silver Cubic Zirconia Pendant & Earring Set**" ("Promotion") conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844) ("YFG") as trustee of the Family Trust for Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 ("Promoter") for Australia Fair Shopping Centre and Australia Fair Metro. ("Centre").
2. Participation in the Promotion and acceptance of the Promotion Prize constitutes acceptance of these Terms.
3. The Promotion commences on Tuesday 4 May 2021 at 10.00am AEST and closes on Saturday 8 May 2021 at 5.00pm AEST or when stock runs out. ("Promotional Period")
4. Promotion will be conducted over 5 days and consists of one Promotional Periods as stated in Rule 3.
5. Information how to claim the giveaway form part of these conditions.
6. The Gift with Purchase Supplier ("Prize Supplier") is Australia Fair and Australia Fair Metro.
7. Gift with purchase is not transferable or exchangeable or redeemable for cash.
8. Gift with purchase as outlined in Rule 20 is only valid for the promotional period 4 – 8 May 2021.

Eligible Transaction

9. An "**Eligible Transaction**" is a purchase, or a number of purchases:
 - a. of any goods or services, but these must not be:
 - i. Tobacco Products; or
 - ii. Gaming Products; or
 - iii. Gift Cards; or
 - iv. deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
 - v. telephone, internet or mobile phone calling cards or credit cards; or
 - vi. payments for registrations (e.g. motor vehicle registration), payments for services (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates and subscriptions (eg. ambulance subscriptions); and
 - b. for the Minimum Spend (see Rule 16); and
 - c. made during the Promotion Period.
10. A purchase of an item on lay-by will be deemed to be one Eligible Transaction only upon completion of the lay-by, if the purchase otherwise would qualify as an Eligible Transaction. To remove any doubt, the final lay-by installment payment must be made during the Promotion Period.
11. A "**Gift Card**" is a card that is exchangeable for goods and services from a Participating Retailer.
12. A "**Tobacco Product**" includes:
 - a. tobacco (in any form); or
 - b. any product (for example a cigar or cigarette):
 - i. that contains tobacco as its main or a substantial ingredient; and
 - ii. that is designed or intended for human consumption or use; and
 - iii. that is not included in the Australian Register of Therapeutic Goods maintained under the *Therapeutic Goods Act 1989 (Cth)*; or
 - c. a cigarette paper, cigarette roller or pipe.
13. A "**Gaming Product**" includes:
 - a. a lottery ticket under the *Lotteries Act 1997 (Qld)*;
 - b. a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or
 - c. a voucher or other acknowledgement for playing:
 - i. a game under the *Casino Control Act 1982 (Qld)*;
 - ii. a gaming machine under the *Gaming Machine Act 1991 (Qld)*; or
 - iii. an approved keno game under the *Keno Act 1996 (Qld)*;
 - d. a ticket or other acknowledgement for a bet under the *Wagering Act 1998 (Qld)*.
14. A "**Participating Retailer**" refers to all participating retailers at Australia Fair or Australia Fair Metro only. The following retailers are not participating in the Promotion: All banks, building societies and credit unions, Crown Currency Exchange, Medibank Private, Australia Fair Medical Centre, Australia Fair Dental Care, Southport Metro Medical Centre, Doctors at Australia Fair, Australia Post and TAB.
15. An Eligible Transaction must be evidenced by a "**Valid Receipt**" being an original official receipt from a Participating Australia Fair and/or Australia Fair Metro Retailer during the promotional period that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name.
16. A Valid Receipt, or a combination of more than 1 Valid Receipt, must show an amount of at least \$100 or more at any Australia Fair and/or Australia Fair Metro Retailer ("**Minimum Spend**").
17. For the avoidance of doubt, an individual may combine a number of Valid Receipts to reach the Minimum Spend. For example, an individual may combine a Valid Receipt for a \$40.00 purchase at any Supermarket and a Valid Receipt for a \$60.00 purchase at any specialty store to reach the Minimum Spend.
18. Where a Valid Receipt, or a combination of multiple Valid Receipts, exceeds the Minimum Spend, the customer is only entitled to one gift.
19. The Promoter, Participating Retailers and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to receive the Gift with purchase. "**Immediate Family Member**" means any spouse, child, defacto or any other family member residing at the same premises as that person.

Gift

20. The gift is as follows. One (1) Sterling Silver Cubic Zirconia Pendant & Earring Set (until stocks last).
21. The total Gift with Purchase is valued at RRP \$70.00. All amounts are inclusive of GST.
22. The total number of gifts to be given between 4 – 8 May 2021 is 400 jewellery sets Strictly 80 available per day only from 10am daily. This offer is limited until stocks.
23. The Free Gifts are not exchangeable or redeemable for cash and cannot be used in conjunction with any other offer. The free gift must be taken as offered.
24. All goods are to be inspected at the time of collection. The promoter will not be responsible for any damages and the item will not be replaced.
25. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
26. The promoter accepts no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the gift or the conduct of the promotion.

General

27. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion.
28. The Promoter's decision in respect of all aspects of the Promotion is final and binding on all participating individuals and no correspondence will be entered into.
29. The Promoter will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising from any person's negligence) in connection with the Promotion and/or any aspect of the Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
30. The collection, use and disclosure of personal information in connection with the Promotion is governed by the Promoter's privacy notice (which is available from the Promoter) and these Rules. To change or modify personal details on the Promoter's records, please contact the Promoter.
31. All participating individuals will be required to provide identification to collect the gift as there is a limit of one gift per person per day.
32. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.
33. YFG enters into this Promotion only in its capacity as trustee of the Fu Family Trust ("the **Trust**") and in no other capacity. A liability of YFG arising under or in connection with this Promotion is limited to the amount YFG actually receives in the exercise of its right of indemnity from the property of the Trust.
34. YFG may not be sued in any capacity other than as the trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to YFG or prove in any liquidation, administration or arrangement of or affecting YFG (except in relation to property of the Trust).