



# "EAT, SCAN & JET SET" COMPETITION TERMS AND CONDITIONS

- 1. These official rules ("Rules") apply to "Eat, Scan & Jet Set" ("Promotion") conducted by the Promoter for Australia Fair Shopping Centre and Australia Fair Metro Shopping Centre ("Centre").
- 2. Information on how to enter forms part of these Rules. The Promoter may, at any time, amend, add to or delete any of these Rules.
- 3. Entry is deemed acceptance of these Rules including any changes made by the Promoter, even if the entry is before the publication of any changes to these Rules.
- 4. The Promotion commences at 9:00am (AEST) on Monday, 26 May 2025 and ends at 4:00pm (AEST) on Friday, 20 June 2025 ("**Promotion Period**").

### **Eligibility**

- 5. To be eligible to enter the Promotion, at least one individual named on the entry form must:
  - (a) be at least 18 years of age;
  - (b) be an Australian resident; and
  - (c) submit a Valid Entry.

### **Valid Entry**

- 6. The Promoter, Participating Retailers, Retail First Pty Ltd and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to enter the Promotion.
  - "Immediate Family Member" means any spouse, child, defacto or any other family member residing at the same premises as that person.
  - **"Participating Retailer"** means a retailer in the Centre which elects to participate in the Promotion, provided however that any retailer can, at any time before or during the Promotion Period, withdraw from participating in the Promotion.
- 7. To submit a Valid Entry, an individual ("**Entrant**") must during the Promotion Period:
  - (a) visit Australia Fair Shopping Centre or Australia Fair Metro Shopping Centre and scan the Promotion QR code displayed at a Participating Retailer using the camera on their smartphone or electronic device; and
  - (b) complete and submit the online entry form linked to the scanned QR code, including:
    - (i) completing the Entrant's full name, telephone number, email address, suburb of residence and any other required information;
    - (ii) accepting the privacy collection notice terms and conditions; and
    - (iii) selecting whether they wish to opt in or out of receiving marketing communication from the Promoter.
- 8. Only one Valid Entry per day of the promotion will be accepted for each email address entered on the online entry form.
- 9. Each Valid Entry will be gathered into an electronic database ("Competition Database").
- 10. To determine if an Entry has been received during the Promotion Period the time the Entry is received will be the time the entry is recorded as received in the Competition Database. The Promoter accepts no liability for connectivity issues with the Competition Database.
- 11. On submitting a Valid Entry in accordance with these Rules, an Entrant will be eligible for the prize draw ("**Prize Draw**").

## Prize

12. The total prize pool for the Promotion is valued at \$8,600.00 comprised of the following:

### **Description**

- Two (2) economy flight tickets to anywhere in Asia with EVA Air up to the value of \$3,550.00 each (EVA Certificate) (total \$7,100.00)
- a \$1,000.00 All Way Travel gift certificate (All Way Travel Gift Certificate)
- a \$500.00 spending money (in the form of a pre-paid Visa card)

### **TOTAL PRIZE VALUE**

\$8.600.00

- 13. If a component of the Prize is unavailable for any reason, then the Promotor may substitute the relevant component of the Prize for a comparable prize of equivalent or greater value.
- 14. The Prize is not exchangeable and cannot be taken as cash in lieu, transferred, endorsed or otherwise dealt with.
- 15. The EVA Certificate:
  - (a) must be issued by 31 December 2025, and tickets validity will be six months from the date the tickets were issued.
  - (b) must be booked directly with the EVA Air Brisbane Office;
  - (c) has no commercial value and cannot be sold, transferred, cashed or re-issued for any reason:
  - (d) is valid for economy class return flights from Brisbane to an Asian destination to which EVA Airways flies;
  - (e) is subject to any travel restrictions which apply during designated time periods as stipulated by Eva Airways in its absolute discretion and are subject to change without notice;
  - is strictly subject to EVA Airways' terms and conditions (available from the Promoter on reasonable request); and
  - (g) only applies to bookings made directly with EVA Airways.
- 16. Use of the EVA Certificate, All Way Travel Gift Certificate and any voucher comprising the Prize is subject to any terms and conditions imposed by the issuing entities, including any expiry dates.
- 17. The Promoter accepts no responsibility if a winner of the Prize does not use any part of the Prize before any relevant expiry date. The Promoter will not exchange an expired voucher with a replacement voucher, or any other goods or service and the value of the expired voucher cannot be taken as cash.

### **Drawing of Prizes**

- 18. The drawing of the Prize will take place at 10:00am (AEST) (or thereabouts) on Monday 23 June 2025 at Australia Fair Centre Management, 42 Marine Parade, Southport.
- 19. One Valid Entry will be selected at random from the Competition Database ("Prize Draw").
- 20. The Entrant whose name appears on the selected Valid Entry will win the Prize ("**Winner**"). If an entry form has two or more individuals' names recorded as the entrant, the Winner will be the name of the individual whose name appears first on the Valid Entry drawn.
- 21. The Promoter may disqualify the Entrant's entry and re-draw the Winner of the Prize if the details entered on the online entry form are determined to be not true and correct and/or the Entrant's valid and true email address has not been provided.
- 22. If an entry form is selected and it is not a Valid Entry, a replacement entry form will be selected at random from the Competition Database in its place.
- 23. To be able to collect the Prize the Winner must:
  - (a) provide a copy of a Government issued identification card containing a photograph of the Winner as proof of the Winner's identity and age;
  - (b) (if requested) provide evidence that the information submitted on the online entry form is true and correct; and
  - (c) (if requested) provide evidence that the email address entered is the Entrant's email true address and has not been set up simply for the purposes of entering the Promotion.

- 24. The Winner need not attend the Prize Draw to claim the Prize. The Winner will be notified after the Prize Draw by either telephone, email or mail.
- 25. The Prize does not include delivery. The Winner is responsible for collecting the Prize from the Centre Management Office at Australia Fair Shopping Centre.
- 26. If the Winner is under the age of 18 years, an adult guardian must accompany the Winner at the time of claiming of the Prize. If requested by the Promoter or its representative, the adult guardian will be required to sign an acknowledgement confirming the identity of the Winner and the collection of the Prize by the Winner.
- 27. If the Prize is unclaimed, it will be dealt with as directed by the Queensland Office of Gaming Regulation in accordance with the Charitable and Non-Profit Gaming Act 1999.
- 28. The results of the Promotion will be published on the Australia Fair Facebook page www.facebook.com/australiafair.

#### General

- 29. 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.
- 30. The Promoter's decision in respect of all aspects of the Promotion is final and binding on all Entrants and no correspondence will be entered into.
- 31. 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).
- 32. All Entrants are responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the Promotion or receipt of the Prize (if any). If participation in the Promotion or receipt of a Prize involves a taxable supply being made, then the Entrant is responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
- 33. The Winner is responsible for all further costs of and incidental to collection, redemption and use of the Prize, including (without limitation) passport and visa arrangements and airport taxes.
- 34. In order to conduct this Promotion, the Promoter needs to collect personal information about each Entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. By entering the Promotion, an Entrant agrees that the Promoter may use the Entrant's personal information in this manner. The Promoter and Centre may, for an indefinite period, unless otherwise advised, use the information for:
  - (a) promotional, publicity, marketing, research and profiling purposes;
  - (b) to provide entrants with marketing materials via any medium including (without limitation) email, telephone and commercial electronic messages, SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future, including sending electronic messages or telephoning the Entrant and for such other purposes as set out in the Centre's Privacy Policy;
  - (c) to assist the Promoter in improving goods and services provided to customers of the Centre; and
  - (d) to contact the Entrants in the future with information on special offers.
- 35. The Promotor and the Centre may share information with its Australian related companies or promotional partners, who may contact the Entrant with special offers.
- 36. 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 access, update, correct, change or modify personal details on the Promoter's records, please contact the Promoter.
- 37. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork,

- images and print copy associated with the Promotion.
- 38. This Promotion is not sponsored, endorsed or administered by, or associated with Facebook, Instagram, LinkedIn or any other social network.
- 39. Each Valid Entry is deemed to have been made in the State of Queensland.

#### **The Promoter**

- 40. The "**Promoter**" is YFG Shopping Centres Pty Ltd ACN 056 974 844 as trustee for the Fu Family Trust c/- Retail First Pty Ltd, 42 Marine Parade, Southport, the State of Queensland, trading as Australia Fair Shopping Centre and Australia Fair Metro Shopping Centre.
- 41. YFG Shopping Centres Pty Ltd ACN 056 974 844 ("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.
- 42. 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).