

CHEVRON RENAISSANCE SHOPPING CENTRE - WIN A SHARE OF \$5,000 COLES GIFT CARDS THIS CHRISTMAS PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this '**Win a Share of \$5,000 Coles Gift Cards this Christmas**' Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.
2. The promoter is Chevron Renaissance Asia Pacific Shopping Centre Pty Ltd ACN 603 495 030 (in its capacity as trustee for the Chevron Renaissance Shopping Centre Unit Trust) care of Centre Management at 3240 Surfers Paradise Boulevard, Surfers Paradise, Queensland 4217 Australia ("**Promoter**").

PROMOTION PERIOD

3. Promotion commences at 9:00am on Wednesday 18 November 2020 and final entries close at 4:00pm on Wednesday 23 December 2020 ("**Promotion Period**"). All times throughout the Terms and Conditions will be based on AEST and based on QLD local time. Entries received outside of the Promotion Period will not be eligible

ELIGIBILITY

4. To be eligible to enter the Promotion (and so be an "**Entrant**") an individual must be aged 18 years or older and be a Queensland resident .
5. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Chevron Renaissance Shopping Centre ("**Participating Centre**") or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

ELIGIBLE TRANSACTION

6. An "**Eligible Transaction**" is a purchase:
 - (a) of any goods or services, excluding:
 - (i) tobacco products;
 - (ii) gambling products;
 - (iii) gift cards;
 - (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;
 - (b) for the amount of \$20.00 or more, in a single transaction, at any Participating Retailer (defined below);
 - (c) made during the Promotion Period.
7. 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 instalment payment must be made during the Promotion Period.
8. A "**Participating Retailer**" refers to retail stores in the Chevron Renaissance Shopping Centre.
9. An Eligible Transaction must be evidenced by a "**Valid Receipt**" being an original official receipt from a Participating Retailer that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name.

10. Multiple entries are permitted per person, however, each entry must be submitted separately and in accordance with entry requirements. For clarity, a maximum of one (1) entry is permitted per person when entering using Option 2 (outlined below) as a method of entry. Only one (1) Code per entry is permitted. The same Code cannot be used more than once and unrecognised Codes will be deemed invalid.

HOW TO ENTER

11. To be eligible to enter, Entrants must undertake one or both of the following options:

Option 1

12. An Entrant will be entitled to one of the Promoter's official entry forms ("**Entry Form**") for each Eligible Transaction evidenced by a Valid Receipt. For the avoidance of doubt, an individual will be entitled to one (1) Entry Form for each Valid Receipt regardless of the amount spent in excess of \$20 e.g. where a Valid Receipt from a Participating Retailer evidences an Eligible Transaction totaling \$45.00, the individual will only be entitled to one (1) Entry Form.
13. To obtain an Entry Form, an Entrant must obtain or present their Valid Receipt to a Participating Retailer during the Promotion Period.
14. Participating Retailers have the right to refuse to accept a Valid Receipt and to provide an Entry Form if they believe that an individual who is presenting a Valid Receipt was not the individual who entered into the Eligible Transaction evidenced by the Valid Receipt.
15. Each Entrant must then complete the Entry Form in full and lodge the completed Entry Form in the Promoter's official entry barrel or similar device ("**Entry Barrel**") located near Coles Supermarket in the Participating Centre during the Promotion Period

Option 2

16. The Promoter will be distributing promotional flyers by way of letterbox drop in the local area surrounding the Participating Centre ("**Flyer**"). Each promotional Flyer will contain a unique code ("**Code**"). To enter, individuals that receive a Flyer with a Code can enter the Promotion by visiting <http://chevronrenaissanceshoppingcentre.com.au/christmas-giveaway> following the prompts to the Promotion entry page, inputting the requested details including their Code and submitting the fully completed online entry form during the Promotional Period.
17. It is a condition of entering the Promotion (either Option 1 or Option 2) that Entrants agree for their personal information to be added to the Chevron Renaissance Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions.
18. On lodgement of a Valid Entry in accordance with these Terms and Conditions, an Entrant will be eligible for the relevant prize draw/s (each a "**Prize Draw**").
19. The Promoter reserves the right, at any time, to verify the validity of Entrants and may disqualify any Entrant who fails to comply with these Terms and Conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the Promotion by disruption, harassment or annoyance of employees or representatives of the Promoter or other Entrants.

PRIZES

20. The total available Prize pool for the Promotion is (at prices applicable as at November 2020 and subject to variation) AUD \$5,000.00, comprising of the following:
 - 50 x \$100 Coles Supermarket Gift Card (each a "**Prize**").
21. The Coles Supermarket Gift Card must be redeemed at Coles Supermarket for goods and services provided by that retailer. The Prize has a serial number and will be valid for use for a period of 12 months from the date of issue detailed on the card. The Prize must be redeemed by this date or it will expire and be forfeited.

22. The Prize may only be used to make purchases up to the value stated on the card. If an individual wishes to make a purchase for an amount exceeding this value, the individual must pay the excess using another payment method accepted by Coles Supermarket.
23. Any complaints about goods or services purchased with the Prize must be resolved directly with Coles Supermarket.
24. Winners (defined below) are responsible for the use and safety of their Prize. The Promoter is not liable for a lost or stolen Coles Supermarket Gift Card and no replacement card will be issued.
25. Any ancillary costs associated with redeeming a gift card are not included. Any unused balance of a gift card will not be awarded as cash. Redemption of a gift card is subject to any terms and conditions of the issuer including those specified on the gift card.

PRIZE DRAW DETAILS

26. The Promotion Period will be divided into five (5) entry periods (each an “**Entry Period**”). Subject to the open and closing time as outlined in clause 3, entries open at 4:01pm and close at 4:00pm for each Entry Period on the dates outlined in the table below. There will be one (1) Prize Draw conducted for entries received in each Entry Period. The first ten (10) valid entries drawn in each Prize Draw for each Entry Period will each win a Prize and be deemed a winner (“**Winner**”). Non-winning entries in each Prize Draw will roll over into any subsequent Prize Draws, Prize Draws will take place at 4:30pm at the Participating Centre on the dates outlined in the table below.

PRIZE DRAW TABLE

<u>Prize Draw</u>	<u>Entries Open</u>	<u>Entries Close</u>	<u>Draw Date</u>
<u>1</u>	<u>9:00am on 18/11/2020</u>	<u>4:00pm on 25/11/2020</u>	<u>4:30pm on 25/11/2020</u>
<u>2</u>	<u>4:01pm on 25/11/2020</u>	<u>4:00pm on 02/12/2020</u>	<u>4:30pm on 02/12/2020</u>
<u>3</u>	<u>4:01pm on 02/12/2020</u>	<u>4:00pm on 09/12/2020</u>	<u>4:30pm on 09/12/2020</u>
<u>4</u>	<u>4:01pm on 09/12/2020</u>	<u>4:00pm on 16/12/2020</u>	<u>4:30pm on 16/12/2020</u>
<u>5</u>	<u>4:01pm on 16/12/2020</u>	<u>4:00pm on 23/12/2020</u>	<u>4:30pm on 23/12/2020</u>

27. If a Valid Entry has two or more individuals names recorded as the Entrant, the Winner will be the individual whose name appears first on the Valid Entry drawn.
28. The Promoter reserves the right to draw additional reserve entries in each Prize Draw and record them in order in case of an invalid entry or invalid Entrant is drawn.
29. The provisional winner(s) will be notified in writing within two (2) business days of the relevant draw. A provisional winner will only be deemed a Winner once verified by the Promoter.
30. A Winner does not need to attend the Prize Draw to claim a Prize. The Winner will be contacted via phone and/or email.
31. To be able to collect the Prize, the Winner must provide a copy of a Government issued identification card containing a photograph of the Winner as proof of Winner's identity and age, as well as proof of eligible transaction.
32. The Winner must claim their Prize from the Centre Management Office of the Participating Centre during office hours.

UNCLAIMED PRIZE DRAW

33. A draw for any Prizes, if unclaimed, may take place on **Thursday 25 March 2021** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The Winner/s, if any, will be notified in writing within two (2) business days of the draw.

GENERAL

34. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
35. Incomplete, indecipherable, or illegible entries will be deemed invalid.
36. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
37. The Promoter's decision is final and no correspondence will be entered into.
38. If for any reason a winner does not take or claim a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
39. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification.
40. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
41. If this Promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) subject to any written directions from a regulatory authority to modify, to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
42. Any cost associated with accessing the competition website or is the Entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
43. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
44. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not

responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or Entrant; or (g) use of a Prize.

45. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at <http://bit.ly/PrecisionPrivacyPolicy>. The Privacy Policy contains information about how Entrants may opt out, access, update or correct their personal information, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. In addition to any use that may be outlined in the Privacy Policy, by entering this Promotion, Entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.