

# TERMS AND CONDITIONS

## \$3 Foodie Dollars

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry to this promotion is open to all Brisbane (QLD) residents, excluding employees, agents and contractors of the Promoter, employees of Wintergarden, ISPT and Jones Lang LaSalle, retailers and their staff at Wintergarden and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
3. Entry to this promotion is restricted to persons over 18 years of age.
4. Promotion commences 5am (local time) on 31/10/2020 and closes midnight (local time) on 21/11/2020 ("Promotional Period").
5. Foodie Dollars are eligible to be redeemed at participating food retailers within Wintergarden.
6. Foodie Dollars are valid for a single transaction only in a single retailer. No change will be given should the full value of the voucher not be redeemed.
7. Participating Wintergarden retailers include;
  - a. Hanaichi
  - b. Sushi Deli
  - c. Jeess Burger
  - d. Crafty Cuts
  - e. Soul Origin
  - f. ISPA Kebabs
  - g. Spudbar
  - h. Boost
  - i. McDonald's
  - j. Tokyo Premium
  - k. Grill'd and
  - l. PappaRich
8. Foodie Dollars are valid until 21 November 2020. Any unredeemed vouchers are forfeited. Vouchers, or any unused portion of a voucher, is not transferable or exchangeable and cannot be taken as cash.
9. Foodie Dollars are unable to be used to purchase retailer specific gift vouchers or cards.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrant's identity and place of residence) and to disqualify any entrant who does not abide by the Terms and Conditions. A participant who submits an entry form that is not in accordance with these Terms and Conditions or who tampers with the entry process will be disqualified. Errors and omissions may 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.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Any ancillary costs associated with redeeming any prize / voucher is not included. Any unused balance of any prize / voucher will not be awarded as cash. Redemption of any voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
13. If any 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, subject to any written directions from a regulatory authority.
14. The Promoter does not guarantee participating retailers to remain the same throughout the duration of the Promotion.
15. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;
  - a. to disqualify any entrant; or
  - b. to modify, suspend, terminate or cancel the promotion, as appropriate.

16. All entries become the property of the Promoter.
17. 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 States 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 its respective officers, employees and agents) excludes 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.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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 (f) use of a prize.
19. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By opting in, entrants agree to join the Wintergarden database and the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.
20. At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.
21. The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
22. The laws of the State of Queensland, Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Queensland, Australia.
23. The Promoter is ISPT Pty Ltd in its capacity as the Trustee for Industry Superannuation Property Trust No. 2 (ABN 28 064 041 283), trading as Wintergarden (ABN 70 014 228 200).