

WINTERGARDEN “SANTA’S STITCHERY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to QLD residents aged 16 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, Participating Retailers (defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Entries into the promotion open daily 11:00am AEST to 3:00PM AEST from 2/12/2024 to 8/12/2024 (“**Promotional Period**”) or once daily stocking allocation is exhausted.
6. A “**Participating Retailer**” is any retailer located at the Wintergarden Shopping Centre, 171-209 Queen St, Brisbane City QLD 4000, as listed in Annexure 1.
7. To be eligible to enter, individuals must spend \$25 or more, in a single day, at any Participating Retailer, during the Promotional Period (“**Qualifying Transaction**”). For the avoidance of doubt, the \$25 spend does not need to be made in a single transaction. The spend only needs to be made in a single day. If a purchase receipt is not automatically handed to the individual, it is their responsibility to request one from a member of staff.
8. To enter, individuals must then complete the following steps:
 - Visit “Santa’s Stitchery” activation zone at Wintergarden during set promotion hours;
 - Present the purchase receipt(s) to a Wintergarden promotional staff member for validation; and then
 - Sign up to Wintergarden database
 - Redeem your free Gift With Purchase – one (1) Christmas stocking p/qualifying spend p/day. Limit of two (2) letters to personalise stocking.
9. A nominated parent/guardian must accompany any person under 18 years of age at the activation site.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent in excess of \$25 in that Qualifying Transaction; (b) each entry must be submitted separately and in accordance

with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.

11. Only one (1) Gift With Purchase is permitted per person per day, during promotion period.
12. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
13. 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 individual who the Promoter has reason to believe has breached any of these 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 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. Incomplete or indecipherable entries will be deemed invalid.
15. 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they redeem a Gift With Purchase (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Quality control errors will not invalidate an otherwise valid prize claim.
20. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
21. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.

22. 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.
23. 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 / taking of a prize.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://wgarden.com.au/privacy-policy/> . In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
25. The Promoter is Wintergarden (ABN 70 014 228 200) of 171 – 209 Queen Street Mall, telephone 07 3229 9755 ("**Promoter**").

ANNEXURE 1

Participating Retailer are any of the following retail stores located at Wintergarden Shopping Centre, 171-209 Queen St, Brisbane City QLD 4000:

- Seed
- MJ Bale
- Nine West
- Dello Mano
- Aquila
- Pigeonhole
- Strike Bowling
- Goodlife Health Clubs
- Mecca Maxima
- Grill'd
- Hanaichi
- ISPA Kebabs
- Hokka Hokka
- R.M.Williams
- Peter Jackson Menswear
- Sheike & Co
- Cue
- OPSM