

## WINTERGARDEN “NAUGHTY OR NICE: SPEND & WIN” 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,unt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Entries into the promotion open daily 11:00am AEST to 3:00PM AEST from 9/12/2024 to 15/12/2024 (“**Promotional Period**”) or once daily prize allocation is exhausted. Please refer to clause 19 for daily prize quantities. Please visit [wgarden.com.au](http://wgarden.com.au) for daily opening times.
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 “Naughty or Nice” 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
  - Reveal your chance to win.
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) prize 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. Winners will be notified immediately if they are a winner.
17. The Promoter's decision is final and no correspondence will be entered into.
18. Instant win prizes are as follows:
  - 500 x Grill'd: Free Mini Meal Pack valued at \$10.90
  - 200 x Mecca Maxima \$15 Gift Card
  - 200 x Mecca Maxima \$20 Gift Card
  - 20 x SHEIKE \$50 Gift Card
  - 20 x M.J. Bale \$50 Gift Card
  - 18 x \$50 Peter Jackson Gift Card
  - 20 x Cue \$50 Gift Card
  - 20 x \$50 Seed Gift Card
  - 10 x \$50 Nine West Gift Card
  - 20 x Strike free bowling pass valued at \$45
19. Any ancillary costs associated with redeeming the vouchers are not included. Any unused balance of the vouchers will not be awarded as cash. Redemption of the vouchers is subject to any terms and conditions of the issuer including those specified on the vouchers.
20. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
22. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is \$18,750.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. Instant prizes that are not won/claimed during the Promotional Period will be distributed to Wintergarden customers at the Promoter's discretion at the end of the Promotional Period.
26. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. 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.
28. Quality control errors will not invalidate an otherwise valid prize claim.
29. 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.
30. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
31. 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.
32. 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.

33. 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.
34. 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:

1. Seed
2. MJ Bale
3. Nine West
4. Dello Mano
5. Aquila
6. Pigeonhole
7. Strike Bowling
8. Goodlife Health Clubs
9. Mecca Maxima
10. Grill'd
11. Hanaichi
12. ISPA Kebabs
13. Hokka Hokka
14. R.M.Williams
15. Peter Jackson Menswear
16. Sheike & Co
17. Cue
18. OPSM