

## Hope Island Shopping Centre Gift with Purchase – "FREE Eco Bag" ("Promotion") Terms and Conditions of Entry ("Terms")

- 1. These official Terms and Conditions ("Terms") apply to the "FREE Eco Bag" ("Promotion") conducted at Hope Island Shopping Centre, 10 Santa Barbara Road, Hope Island, QLD 4212 ("Centre").
- 2. Participation in the Promotion and acceptance of the Promotion Prize constitutes acceptance of these Terms.
- 3. The Promotion commences on Monday, 29 October 2018 at 12pm AEST and closes on Saturday, 24 November 2018 at 1pm AEST or when stock runs out. ("Promotional Period")
- 4. Information how to claim the giveaway form part of these conditions.
- 5. The Gift with Purchase Supplier ("Prize Supplier") is Hope Island Shopping Centre.
- 6. Gift with purchase is not transferable or exchangeable or redeemable for cash.

## **Eligible Transaction**

- 7. An "Eligible Transaction" is a purchase, or a number of purchases:
  - a. of any goods or services, but these must not be:
  - Tobacco Products; or
  - ii. Gaming Products; or
  - iii. Gift Cards; or deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
  - iv. telephone, internet or mobile phone calling cards or credit cards; or payments for registrations (e.g. motor vehicle registration), payments for services (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates, subscriptions and memberships (eg. ambulance subscriptions; and
  - b. for the Minimum Spend (see Rule 16); and
  - c. made during the Promotion Period.
- 8. 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.
- 9. A "Gift Card" is a card that is exchangeable for goods and services from a Participating Retailer.
- 10. A "Tobacco Product" includes:
  - a. tobacco (in any form); or
  - b. any product (for example a cigar or cigarette):
  - i. that contains tobacco as its main or a substantial ingredient; and
  - ii. that is designed or intended for human consumption or use; and
  - iii. that is not included in the Australian Register of Therapeutic Goods maintained under the Therapeutic Goods Act 1989 (Cth); or a cigarette paper, cigarette roller or pipe.
- 11. A "Gaming Product" includes:



- a. a lottery ticket under the Lotteries Act 1997 (Qld);
- b. a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or
- c. a voucher or other acknowledgement for playing:
- i. a game under the Casino Control Act 1982 (Qld);
- ii. a gaming machine under the Gaming Machine Act 1991 (Qld); or
- iii. an approved keno game under the Keno Act 1996 (Qld);
- iv. a ticket or other acknowledgement for a bet under the Wagering Act 1998 (Qld).
- 12. A "Participating Retailer" refers to all participating Hope Island Shopping Centre retailers including Majors.
- 13. An Eligible Transaction must be evidenced by a "Valid Receipt" being an original official receipt from a Participating Hope Island Shopping Centre retailers that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name.
- 14. A Valid Receipt must show an amount of at least \$20 or more at any Hope Island Shopping Centre Specialty Store or \$50 or more at Coles in one transaction ("Minimum Spend").
- 15. Where a Valid Receipt, exceeds the Minimum Spend, of \$20 at any Hope Island Shopping Centre Specialty Store or \$50 in one transaction at Hope Island Coles, the customer is only entitled to one gift per person, per day.

## Gift

- 16. The gift is as follows. One (1) Hope Island Shopping Centre Jute Shopping Bag (until stocks last).
- 17. Gifts may only be collected between 10am and 1pm from the Customer Service Staff outside Coles on any Saturday in November (3, 10, 17 & 24 November).
- 18. Only 100 x gifts will be available per Saturday and will be available on a "first come, first serve" basis. Any leftover gifts each Saturday will be rolled over to the next week.
- 19. The total number of gifts to be given between 29 October 24 November 2018 is 400 x Eco Bags. This offer is limited until stocks last.
- 20. The Free Gifts are not exchangeable or redeemable for cash and cannot be used in conjunction with any other offer. The free gift must be taken as offered.
- 21. All goods are to be inspected at the time of collection. The promoter will not be responsible for any damages and the item will not be replaced.
- 22. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
- 23. The promoter accepts no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the gift or the conduct of the promotion.



## General

- 24. 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.
- 25. The Promoter's decision in respect of all aspects of the Promotion is final and binding on all participating individuals and no correspondence will be entered into.
- 26. 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).
- 27. 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.
- 28. To change or modify personal details on the Promoter's records, please contact the Promoter.
- 29. All participating individuals will be required to provide identification to collect the gift as there is a limit of one gift per person per day.
- 30. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.