

**Yamanto Central Christmas Giveaway  
Terms & Conditions (“Conditions of Entry”)**

- Schedule Promotion:** Yamanto Central Christmas Giveaway \*
- Promoter:** Yamanto Central (“The Centre”), 488 Warwick Road, Yamanto QLD 4305  
<https://www.yamantocentral.com.au/>  
<https://www.facebook.com/YamantoCentral/>
- Promotional Period:** Start date: 13/11/23 at 07:00 am AEST  
End date: 15/12/23 at 12.00 pm AEST
- Eligible entrants:** Entry is only open to Queensland residents who are 18 years and over. Employees (and their immediate family members) of Yamanto Central shopping centre, its management, retailers, contractors, agents, and staff are not permitted to enter.
- How to Enter:** Participants may enter the promotion via the Yamanto Central website. Participants must fully complete and submit the entry form with their personal details (first name, last name, email address, phone number, postcode, store-purchased plus upload a copy of their receipt information – one transaction valued at \$50 or more from Kmart or Coles; \$25 or more from any Yamanto Central specialty retailer). By entering, entrants subscribe to receive news of events and promotions via email from Yamanto Central shopping Centre. Entries are limited to one entry per receipt only.
- Any information submitted via Facebook Lead Ads will exclusively be shared with the "Advertiser" (Yamanto Central Shopping Centre). Data submitted through Facebook Lead Ads will be collected securely and stored on Facebook's Server, in line with their [Data Policy](#).
- Entries permitted:** One (1) single entry per receipt, regardless of platform through which the data is submitted.
- Number of winners:** One (1) winner will be randomly selected from the total entries.
- Prize Description:** The winners will receive one of four \$500 Yamanto Central Gift Vouchers.
- Total Prize Value:** \$2000.00
- Draw:** Computerised random selection at 12.05 pm AEST on 15/12/2023 by the Promoters agent.
- Conditions:** Prize is not exchangeable for cash and can be used at any Yamanto central retailer who uses EFTPOS.
- Winner notification:** The winners will be contacted by email and phone within one (1) business day of the draw. Verified winner will be published on the Yamanto Central Facebook page and website at <https://www.yamantocentral.com.au/>

**Unclaimed Prizes:** Prizes must be claimed by 20/12/2023. In the event of an unclaimed prize, the prize will be redrawn on 21/12/2023. The winners of the redraw will be notified by email and mobile phone within two (2) business days of the redraw. The winner/s will have their details published at <https://www.yamantocentral.com.au/>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule).
2. The Promotion commences on the Start Date and ends on the End Date ("Promotion Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Draws:
  - a. One (1) winner will be drawn by computerized random selection by the Promoters agent at 12:05 am AEST on 15/12/2023. The first valid entry drawn will be the winner of the prize specified in the Schedule above and so on.
  - b. The draw conductor may draw additional reserve entries in case an ineligible entry or entrant is drawn.
  - c. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact the winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorized intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including the entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
20. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and shopping centre may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.