

Mothers Day Gift With Purchase | ECOYA Candle

May 2024 | Terms and Conditions

Who is running the competition?	Smithfield Shopping Centre (Centre), Corner Captain Cook Highway and Kennedy Highway, Smithfield, Qld, 4878 (ABN 80 291 911 052).
When will the competition start and end?	The competition runs from 9am 02/05/2024 until 3pm 11/05/2024 or whilst stock lasts (the Competition Period). (Excluding Labour Day Monday 5 May, 2024)
Who can enter?	Only Australian residents aged 18 or over can enter. Photo identification may be required.
Who can't enter?	Directors, officers, management and employees of: <ul style="list-style-type: none"> (a) the Promoter. (b) the agencies or companies associated with this competition or the Promoter; or (c) the retail stores located at the Centre, and the immediate families of those people, can't enter.
Where will the competition run?	<ol style="list-style-type: none"> 1. The competition will run in speciality retail outlets in Smithfield Shopping Centre excluding major stores (Coles and Woolworths) and casual tenants and pop up/temporary kiosks. Corner Captain Cook Highway and Kennedy Highway, Smithfield, Qld, 4878. 2. Participating Retailers for this Competition are set out in Annexure A (Participating Retailer). Bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills) are not accepted as part of this Promotion. Receipts from the purchase of gift vouchers, lottery products, alcohol, prescriptions, tobacco products, medication, medical appointments, weapons of any kind, lottery tickets, cosmetic or surgical procedures are not accepted.
Do I need to buy anything to claim a gift/entry form?	<p>Yes. During the Promotional Period, customers must spend \$80 in a single transaction in participating specialty stores at Smithfield Shopping Centre (Qualifying Purchase) to receive a ECOYA Sweet Pea & Jasmine Candle, valued at \$34.95. This excludes Coles, Woolworths, casual tenants and pop up/temporary kiosks. Refer to appendix A for further information.</p> <p>For clarity, the Qualifying Spend receipts can be combined. For example, \$30 in Totem Clothing and \$50 in Skechers.</p> <p>Further exclusions include lay-by (including store layby, AfterPay, Certergy, ZipPay or any other layby structured payment systems), ATM withdrawals, gift card purchases, mobile phone recharge cards, scripts & utility bill payments.</p>
Gift/Entry Form collection instructions...	<p>After the customer has made a Qualifying Purchase, they must visit the Customer Service Desk (located near Surf Dive N SKI) and during the customer service hours between 9am – 3pm period, present their original Qualifying Purchase physical receipt to receive their entry form.</p> <p>Purchase receipt must a physical receipt (digital receipts will not be accepted) clearly identify the Participating Retailer of purchase, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period). Please note EFTPOS and digital receipts will not be accepted, only a physical tax invoice receipt is valid.</p> <p>If, in the Promoter's opinion, you have shared any receipt/s with another person, your entries will be invalid, and you will lose any right to enter.</p>

Gift/Entry Form collection instructions... continued.	Entry Forms can only be claimed during Customer Service trading hours as outlined below: Thursday 2 – Saturday 11 May: 9am – 3pm
Prize	Prize: - ECOYA Sweet Pea and Jasmine Candle There will be a total of 500 gifts available to be claimed during the Promotional Period. Limit one per person, per day. The Promoter accepts no responsibility for changes in the prize values between the time of printing and the ultimate prize redemption.
Total Prize Pool	The total prize pool is valued at \$17,475
How many times can I participate?	Customers can enter once per day. A receipt that has been redeemed/stamped – cannot be used the next day.

These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Promotional Period. If you return a Qualifying Purchase your entry will be deemed invalid (unless product is defective).

General

- 3 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 4 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 5 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 6 The Promoter's decision in connection with all aspects of this promotion is final.
- 7 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any

change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 8 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 9 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 10 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 11 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 12 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 13 The Promoter may communicate or advertise this promotion using Facebook or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 14 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition and (if you are a VIP member of the Centre) communicating with you as a VIP member. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with you. If you are a VIP member of the Centre, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at www.smithfieldshoppingcentre.com.au contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.

Appendix A – Participating Retailers

Ali Babba's Kebabs, Ally Fashion, Angel Brows, Annee's Caphe Sua Da, Asia World Trading, Australia Post *service bills excluded, Avoca Cosmetology, Best & Less, Boost Juice, Bright Eyes, Bupa Optical, Burger Urge, Burrito Bar, Casphone, Classy Nails, Clear Skincare Clinic, Collins Bookstore, Connor, Curry D'Lites, Donut King, EB Games / Zing Pop Culture, Edge Clothing, Event Cinemas, Flight Centre, FNQ Barber, Golden Wok, Hairhouse Warehouse, HappyTel, Hi Cup Bubble Tea, Homedock , Hairpop Man, Jay Jays, Just Cuts, Looksmart Alterations, Lowes Menswear, Magic Massage, Mister Minit, Mori Mori Sushi, My Car, Natural Nails & Beauty, Nextra Newsagency *lottery tickets excluded, OPSM, Optus *service bills excluded, Overflow (Prices Plus), Petbarn, Platypus Shoes, Prouds The Jewellers, Rise and Bake, Cruze Coffee, Robins Kitchen, Rockwear, Roll'd, Priceline Pharmacy *medical prescriptions excluded, Skechers, Smithfield Tavern, Smokemart & Giftbox *tobacco excluded, Specialty Meat @ Smithfield, Specsavers, Spicy Bite, Strandbags, Subway, Surf Dive n Ski, Sushi Train, Sushio Tokio, Taking Shape, Telstra *service bills excluded, Flares, That Salad Shop, The Bay Tree Home & Gifts, The Coffee Club, Tobacco Station *tobacco excluded, Totem Clothing & Accessories, Wave Nails & Beauty Spa , Wholelife Healthfoods Market, Williams the Shoeman, Vitality Pharmacy