

Terms and Conditions of Participation in “Win a Year’s Worth of Groceries”

1. Information on how to enter the “Win a Year’s Worth of Groceries” and the gift card prizes (**Promotion**) form part of these Terms and Conditions.
2. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
3. The Promotion will commence at 7 am Monday 1 March, 2021 and close at 2 pm Sunday 28 March, 2021 (**Promotion Period**).

Promoter

4. The Promotion promoter is Lipoma Pty Ltd ABN 65 002 203 581 of 2-34 Bunker Road, Victoria Point, Queensland 4165 Australia (**Promoter**).

How to Enter

5. Entry in the Promotion is only open to people located in Australia (**Entrants**).
6. Entry in the Promotion is subject to:
 - a. the Entrant making a purchase of \$100.00 at a participating Major Retailer or \$50.00 at a participating Specialty Retailer at Victoria Point Shopping Centre during the Promotion Period (**Purchase**); and
 - b. for entering the major prize draw of a Year’s Worth of Groceries (**Major Draw**) or the draw to win a \$50 gift card for use at the Victoria Point Shopping Centre (**Gift Card Draw**): the Entrant, during the Promotion Period, visiting the Promotional Booth located near Best and Less and presenting the receipt for the Purchase to enter into the Major Draw and the Gift Card Draw and providing the requested information.
7. The Promotional Booth may be open during the Promotion Period between the hours of 9 am and 5 pm Mondays, Tuesdays, Wednesdays and Fridays, 9 am and 6 pm Thursdays, 9 am and 4 pm Saturdays, and 10 am and 2 pm on Sundays, subject to breaks occurring.
8. Major Retailers and Specialty Retailers are identified in the Schedule to these Terms and Conditions.

Conditions of Entry

9. Entrants must be 18 years of age or over to participate in the Promotion. Where an Entrant is under 18 years of age, or has a legal guardian, and participates in the Promotion their legal guardian takes full responsibility for that Entrant and all risk and liability associated with that Entrant’s involvement in the Promotion and for the Entrant’s compliance with these Terms and Conditions.
10. Entrants may enter the Promotion multiple times during the Promotion Period, provided that for each entry in the Promotion the Entrant provides a legible, complete, receipt for a Purchase during the Promotion Period and complies with these Terms and Conditions.
11. Receipts from partial lay-bys, 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), gift cards, alcohol, tobacco, TAB and Lotto, for goods which have been returned, for services which have been cancelled, which are fraudulent, forged or materially altered or which have already been entered for the Promotion, which result from solicitation including as a result of requesting receipts anywhere throughout or in the proximity of the Victoria Point Shopping Centre, which have been obtained from searching through garbage bins or shopping trolleys or shopping baskets or similar, or which are otherwise indecipherable or incomplete will not be accepted as receipts for the purpose of entry into the Promotion. The Entrant is responsible for advising the Promoter if the goods or services for the receipt used to enter into the Major Draw or the Gift Card Draw have been returned or cancelled.
12. Receipts cannot be added together to total the required spend for entry into the Promotion.
13. To be valid, each receipt for a Purchase must be dated and timestamped within the Promotional Period and must be submitted within seven days of the purchase occurring.
14. The Promoter reserves the right, at any time, to verify the validity of entries for the Promotion and verify the validity of Entrants including any Entrant’s identity, age and place of residence and reserves the right in its sole discretion to disqualify any Entrant who tampers with the entry process for the Promotion or who the Promoter has reason to believe has breached one or more of these Terms and Conditions, engaged in any unlawful or other improper misconduct which jeopardises the fair and proper conduct of the Promotion, or who submits an entry for the Promotion that is not in accordance with these Terms and Conditions.
15. The following people are not permitted to enter into the Promotion:
 - a. employees and the immediate families of the Promoter, participating outlets and the agencies associated with this Promotion. Immediate families mean parents, siblings, spouse, children and grandparents; and
 - b. management and staff of stores at Victoria Point Shopping Centre.
16. The prize-winner for the Major Draw and the Gift Card Draw must provide suitable identification to the Promoter’s satisfaction to be entitled to claim the prize.
17. If the prize-winner for a Major Draw and the Gift Card Draw is under the age of 18 years, the prize for that draw will be awarded to the winner’s legal guardian.

18. The prizes are not redeemable for cash, are not transferable and must be taken as offered.
19. If the prize or part of the 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.
20. All winners must organise their own collection of prizes from Victoria Point Shopping Centre.
21. Once a prize has left the Promoter's/supplier's premises, the Promoter and its agencies and companies associated with the Promotion will not be responsible for any delay in delivery, loss or damage to, or caused by that prize.

Details of Prize and Prize Value

22. Major Draw Prize: The Major Draw prize is \$200 worth of gift cards provided each week for 52 weeks, which must be spent at the Victoria Point Shopping Centre.
23. Gift Card Draw Prizes: The Gift Card Draw prize is eight \$50 gift cards which must be spent at the Victoria Point Shopping Centre.
24. Total prize pool for the Promotion is valued at: \$10,800.00.

Major Prize Draw and Gift Card Draw Details

25. The prize winner for:
 - a. the Major Draw will be drawn by random selection at 10am, Tuesday 30 March 2021; and
 - b. for the Gift Card Draw will be drawn by random selection with two winners being drawn at 11am on 8 March, 15 March, 22 March and 29 March 2021,at the Centre Management Office, Victoria Point Shopping Centre, 2-34 Bunker Road, Victoria Point, Queensland 4165.
26. The prize winner for the Major Draw and the Gift Card Draw:
 - a. will be notified by phone and/or via email that their entry has been selected for the Major Draw and the Gift Card Draw; and
 - b. must show the Promoter their receipt for the purchase in order to claim the prize for the Major Draw and the Gift Card Draw.
27. The prize winner:
 - a. for the Major Draw must claim their draw prize each week for the 52 weeks, unless otherwise agreed by the Promoter; and
 - b. for the Gift Card Draw must claim their draw prize by no later than 5pm, Friday 30 April 2021.
28. If despite every reasonable effort the winner for the Major Draw and the Gift Card Draw cannot be contacted or cannot in the opinion of the Promoter satisfactorily provide the receipt for the Purchase for the winning entry, the prize winner for that draw will be re-drawn. Any redraw/s will be conducted at 10am, Monday 3 May 2021 at the Centre Management Office, Victoria Point Shopping Centre, 2-34 Bunker Road, Victoria Point, Queensland 4165.
29. If for any reason a winner of one or more Promotion prizes does not take the prize or any element of the prize within the timeframe stipulated in these Terms and Conditions then that prize or that element of that prize may be forfeited in the Promoter's discretion.

Customer's information

30. The Promoter will collect personal information in order to conduct the Promotion, and for this purpose disclose such personal information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry in the Promotion is conditional on providing this personal information. The Promoter will also use and handle this personal information as described in its Privacy Policy located at: <https://www.victoriapointshoppingcentre.com.au/privacy-policy/>. To access or update the Entrant's information, or for more details on the Promoter's privacy obligations, please contact the Privacy Officer at:
Email: reception@victoriapointshoppingcentre.com.au
Address: Privacy Officer, of 2-34 Bunker Road, Victoria Point, Queensland 4165
Telephone: 07 3820 8100
31. By entering the Promotion, each Entrant licenses and grants the Promoter and its affiliates and sub-licensees a non-exclusive, royalty-free, fee-free, perpetual, worldwide, irrevocable right to use, reproduce, publish, modify, adapt and display their entry in the Promotion and photos and images of their collection and redemption and use of prizes to purchase services and products, and for the Major Prize winner this includes photos and images taken throughout the time the Major Prize winner is collecting, redeeming and using the Major Draw prize to purchase services and products, for any purpose, and in any media, including but not limited to future promotional, publicity and marketing purposes, without payment or compensation restriction on use, attribution or liability.
32. Each Entrant consents to the Promoter using their name, likeness, image and/or voice in any medium, worldwide, for an unlimited period of time, without remuneration.
33. The prize winner for the Major Draw will provide the Promoter with photos of their collection and redemption of the Major Draw prize and use of the Major Draw prize to purchase products and services upon request by the Promoter.

Promoter's decision

34. The Promoter's decision on any aspect of the Promotion is final and no correspondence will be entered into.

Liability

35. Except for any liability that cannot be excluded by law, the Promoter and any companies associated with this Promotion (including their officers, employees and agents), excludes all liability (including negligence) for any personal injury or any loss or damage whatsoever which is suffered (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way from participating in the Promotion or otherwise arising out of the Promotion, including but not limited to, where arising out of any technical difficulties or equipment malfunction (whether or not under the Promoter's control), any theft, unauthorised access or third party interference, any entry that is late, lost, altered, incomplete, incorrectly submitted, delayed, corrupted, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter including but not limited to Entrant error or omission, alteration, tampering, deletion, theft, destruction, transmission interruption or communications failure, any tax liability incurred by an Entrant, or any use of a prize by a winner.
36. Nothing in these Terms and Conditions 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).
37. It is the responsibility of each Entrant to seek independent advice on the possible implications this may have on their own financial situation.
38. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion if required, including if for any reason this Promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, COVID-19 restrictions or any other causes beyond the control of the Promoter, which corrupts or affects the administration security, fairness, integrity or proper conduct of this Promotion.
39. If all or any part of any term of condition contained in these Terms and Conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Terms and Conditions and the other terms and conditions hereof shall remain in full force.
40. 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.

Further Information

41. For further information regarding the Terms and Conditions please contact the Promoter's Centre Management.

Schedule

Major Retailers

Coles
Kmart
Woolworths

Special Retailers

Abode Junction
Absolute Hearing Solutions
Ally Fashion
Australia Post
Australian Audiology
Bella Bella
Beds R Us
Best Nails
Best & Less
Black Pepper
Body and Soul
Boost Juice
Cignall
Da Rin Optometrist
Donut King
EB Games
Ed's PC
Fish 489
Flight Centre
Forever Jewellery
Guzman y Gomez
Green Hand Car Wash
Hungry Jacks
Kaisercraft
Katrina's Skinworks
Lenard's Chicken
Looks and Shapes

Lowes Menswear
Luxe Haven
Marlin Fashion
Massage Chan
Massage Wonderland
Michel's Patisserie
Millers
Mister Minit
Mycar
News Worx
Nice Nails
Origin Kebab
Pacific Smiles Dental
Pressed Dry Cleaning
Prouds
QTax
Raniga Dental
Red Rooster
Redland Sea Chinese
Robins Kitchen
Rockmans
Rusticks Cafe
Salon Express
Snug Home
SpecSavers
Spendless Shoes
Sport First

Stefan
Subway
Surf Dive Ski
Sushi Guru
Sussan
Supercuts
T-Mate
Telstra
TerryWhite Chemart
Thai Tamarind
The Coffee Club
The Diplomat Barber
The King Barber
The Reject Shop
TPS Heath
Vodafone
W- Lane
Wallace Bishop
Wendy's Milkbar
What's Hot
White Lady Funeral
Williams the Shoeman
Xtreme Communications
Yes Optus
Valleygirl
Zarrafas Coffee
Zelows