







Market Central Lutwyche Terms and Conditions FREE Gift with Purchase (Monday 29 April – Sunday 12 May 2024 or until stocks last)

- 1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
- 2. To participate in the promotion, the Participant must be an Eligible Person who submits an Eligible Person who submits Eligible Entry during the Promotional Period.
- 3. To enter the Promotion, the Eligible Person must during the Promotional Period:
 - Spend \$50 in any specialty store or combination of specialty stores.
 - Must present an eligible transaction receipt and complete a Tally Form or Online Form upon claiming the Gift.

The Promotion

- 4. The promotion will be conducted at Market Central Lutwyche, 543 Lutwyche Road.
- 5. The promotion will end on the expiration of the Promotion Period.

Eligibility

- 6. The Promotion is only open to Eligible Persons.
- 7. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the campaign. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of it's rights at any stage does not constitute a waiver of these rights.
- 8. Eligible transaction receipts must be dated the same day as collection.
- 9. This promotion does not have a direct or indirect association with the sale or consumption of a smoking product or of smoking products generally. Therefore, in accordance with applicable State Legislation, purchases of smoking products are not considered valid purchases for this promotion and therefore are excluded from being used to collect a gift.
- 10. Receipts from payment of Accounts cannot be used to collect a gift. Purchases of prescription medication, scheduled medication and lotto or gaming related products are excluded from being used to collect a gift.
- 11. If the Promoter reasonably suspects that a drawn Entrant or Winner is not eligible, has breached these Terms and Conditions, or has acted improperly to increase their chances of winning the Prize, the Promoter reserves the right to refuse to provide the gift.







The Prize

- 12. Participants will be eligible to choose one of the following three gifts:
 - Morgans Jewellers: Sterling Sliver Earring with a 6mm brilliant-cut Swarovski crystal element earrings. RRP: \$55.00
 - Antica Style: Stylish Tassel Necklaces, 2 styles and colours to choose. RRP: up to \$59.95
 - Paperboxx: Aromart Jasmine & Gardenia Gift Set with diffuser and candles. RRP: \$29.95
- 13. The Gift is not transferable, refundable or exchangeable and cannot be taken as cash in part or full.
- 14. No replacement will be provided for lost, stolen, damaged or destroyed gift/s.
- 15. Each Eligible Person will be allowed to collect the Gift at the time of collection.
- 16. Gifts will be available from PaperBoxx, Morgans Jeweller and Antica Style until Sunday 12 May or while stocks last. There are 300 available.
- 17. A Participant claiming the Gift will be required to provide proof of identity and eligible transaction receipt.
- 18. The Promoter's decision as to the eligibility of the Participant is final and binding and no correspondence will be entered into in relation to the conduct of the Promotion or otherwise.

Other General Terms

- 19. All promotion entries are the property of the Promoter.
- 20. The Promoter Entities and Facebook shall not be liable (including, without limitation, in negligence) for;
 - Any loss or damage whatsoever is suffered (including, but not limited to, indirect or consequential loss); or
 - Any personal illness, injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
- 21. Each Participant indemnifies and keeps indemnified the Promoter Entities or any third parties arising out of the breach if these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the gift by the Participant.
- 22. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which may have under law (including the Australian Consumer Law ('ACL') and consumer guarantees relating to goods or services under the ACL) which may not excluded, restricted or modified by agreement ("Your Consumer Rights") Subject to your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence). Any condition or warranty which would be implied by law into these terms and conditions is excluded.
- 23. Participation in the Promotions implies acceptance of all Terms and Conditions.









- 24. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - Disqualify any Participant; and/or
 - Modify, suspend, terminate or cancel the Promotion as appropriate.
- 25. The Promotion is not sponsored, endorsed, administered by or associated with, Facebook. The Participant agrees that Facebook/Instagram will not be responsible for any claims, losses, damages, costs and expenses or any kind associated with this Competition and releases Facebook to the full extent of the law.
- 26. Any information provided by the Participant in this Promotion is being provided to the Promoter and not to Facebook.

Privacy

- 27. Under the Privacy Act 1998 (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the campaign, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's full name and suburb.
- 28. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Promotion in general for notification and promotion of Gift/s.
- 29. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
- 30. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on (07) 3394 3827.
- 31. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on (07) 3394 3827 to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
- 32. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The privacy policy is available at www.marketcentral.com.au.







33. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on (07) 3394 3827 and the Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorized access, modification or disclosure.

Definitions

'Centre' means Market Central Lutwyche, located at 543 Lutwyche Road, Lutwyche Old 4030 'Promotion' means the opportunity to collect a Gift in accordance with these Terms and Conditions.

'Promotion Period' means the period from Monday 29 April – 4.00pm Sunday 14 May or while stocks last.

'Eligible Entry' means an entry which complies with the requirements of clause 4.

'Eligible Person' means the following:

- Is a resident of Qld
- If under 18 years of age, has a parents or guardians permission to participate in the competition;
- Is not a Non-Eligible Person; and
- Provides an Eligible Receipt

'Non-Eligible Person' means the following:

- Owners or Managers of the Centre
- Retailers of the Centre
- Suppliers, associated companies and agencies of the Centre;
- The employees of contractors of the person living in the same premises as any of the persons mentioned in the paragraphs above

'Participant' means any person who participates in the Promotion.

Gift' means one of the following:

- Morgans Jewellers: Sterling Sliver Earring with a 6mm brilliant-cut Swarovski crystal element earrings. RRP: \$55.00
- Antica Style: Stylish Tassel Necklaces, 2 styles and colours to choose. RRP: up to \$59.95
- Paperboxx: Aromart Jasmine & Gardenia Gift Set with diffuser and candles. RRP: \$29.95

'Promoter' means Abacus Funds Management Limited (ABN 66 007 415 590), Level 34 Australia Square, 264-278 George Street, Sydney NSW 2000.

'Promoter Entities' means the Promoter, all associated companies, advisors and agencies and all those entities personnel.