

Noosa Civic (Shopping Centre)
Water Bottle Gift with Purchase Promotion
Terms and Conditions

Participation in the Competition

1. These official Terms and Conditions ("Terms") apply to the "Water Bottle Gift" ("Promotion") conducted by Stockwell NC Pty Ltd ACN 632 359 623 As Trustee for The Noosa Civic Property Trust ("Promoter") ABN 64 303 617 882, 28 Eenie Creek Road, (cnr of Walter Hay Drive) Noosaville, Qld, 4566
2. Participation in the Promotion and acceptance of the Promotion Prize constitutes acceptance of these Terms.
3. The Promotion commences on Thursday 25th November 2020 at 9.00am AEST and closes on Thursday 24th December 2020 2019 at 5:00pm 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 Noosa Civic.
6. Gift with purchase is not transferable or exchangeable or redeemable for cash.
7. Gift with purchase as outlined in Rule 2 is only valid for the promotional period 24/11/20 – 24/12/20.

Eligible Transaction

8. An "**Eligible Transaction**" is a purchase:
 - a. of any goods or services, but these must not be:
 - i. Tobacco or Alcohol Products; or
 - ii. Gaming Products; or
 - iii. Gift Cards; or
 - iv. deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
 - v. telephone, internet or mobile phone calling cards or credit cards; or
 - vi. payments for registrations (e.g. motor vehicle registration), payments for services (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), medical scripts, rates and subscriptions; and
 - b. for the Minimum Spend (see Rule 16); and
 - c. made during the Promotion Period.
9. 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.
10. A "**Gift Card**" is a card that is exchangeable for goods and services from a Participating Retailer.
11. 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
 - c. a cigarette paper, cigarette roller or pipe.
12. A "**Alcohol Product**" includes Alcohol (in any form);
13. 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)*;
 - d. a ticket or other acknowledgement for a bet under the *Wagering Act 1998 (Qld)*.
14. A "**Participating Retailer**" refers to all participating retailers at Noosa Civic only. The following retailers are not participating in the Promotion: Big W, Woolworths, All banks and building societies and credit unions, Noosa Civic Family Practice, Gentle Dental, Noosa Family Dental and Australia Post.
15. An Eligible Transaction must be evidenced by a "**Valid Receipt**" being an original official receipt from a Participating Noosa Civic Retailer during the promotional period that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name.
16. A Valid Receipt must show an amount of at least \$50 or more at any Noosa Civic Retailer ("**Minimum Spend**").
17. Where a Valid Receipt exceeds the Minimum Spend, the customer is only entitled to **one** gift.
18. The Promoter, Participating Retailers and their respective officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to receive the Gift with purchase. "**Immediate Family Member**" means any spouse, child, defacto or any other family member residing at the same premises as that person.

Gift

19. The gift is as follows. **One (1)** Noosa Civic Water Bottle (until stocks last).
20. The total Gift with Purchase is valued at RRP \$11.72 inclusive of GST.
21. **One** Water Bottle Gift per person **per day**.
22. 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.

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23. 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.
24. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
25. 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

26. 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 partake in this promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, telephone number and email.
27. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out this Promotion.
28. By partaking in this 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.
29. 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) 5440 7900**.
30. 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) 5440 7900** to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
31. 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 Promoter's Privacy Policy is available at <https://www.noosacivichopping.com.au/privacy-policy/>
32. 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) 5440 7900 and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.
33. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.
34. If this Competition 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:
 - (a) modify, suspend, terminate or cancel the Promotion as appropriate.
35. 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.
36. 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.
37. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.

Definitions

"Centre" means Noosa Civic Shopping Centre located at the 28 Eenie Creek Road, Noosaville Qld 4566.

"Promotion" means spend to receive a Free Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period from 9:00am on the 25th November 2020 to 5:00pm on the 24th December 2020 or until stocks last.

"Eligible Entry" means an entry which complies with the requirements of clauses 8 – 19.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

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

"Gift" means one Noosa Civic Water Bottle.

"Promoter" means the owner of the Centre, Stockwell Property Management Pty Ltd as trustee for the Noosa Civic Shopping Centre.

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