Promotion: Gnome Magic Scan to Win Giveaway

Game of Chance Terms & Conditions

GENERAL	
Name of Promotion	Gnome Magic Scan to Win Giveaway
Promoter	Brookfield Commercial Operations Pty Ltd ACN 120 690 940, Level 19, 10 Carrington Street, Sydney NSW 2000
Relevant State	QLD
Promotional Period	Starts: 6.00am (AEST) on Wednesday 6 November 2024 Closes: 10.00pm (AEST) on Wednesday 4 January 2024

ENTRY	
Entrants	Entry to the Promotion is open to all Australian residents, aged 18 years and over, who fulfill the entry requirements. The entrant is responsible for ensuring his or her familiarity with the terms and conditions at the time of participation.
Entry Restrictions	Must be aged 18 years or over and a resident of Australia.
	Directors, officers, management, employees, and other staff of the Promoter are ineligible to enter.
Entry Mechanic	To enter, an entrant must, during the Promotional Period:
	1. Scan the QR code located on the Gnome "Scan to Win' counter signs located in any participating stores in Portside Wharf.
	2. Complete the form and submit it to enter.
Maximum Number of Entries	Unlimited entries are allowed with each form submission counted as one entry.

DRAW DETAILS Draw Details

Two prizes from the pool will be drawn each week during the competition period.

The first two entries drawn at random each week will win the allocated weekly prizes.

Week One Time/Date/Location:

3.00pm (AEST) on Wednesday 13 November 2024

39 Hercules Street, Hamilton QLD 4007

Week Two Time/Date/Location:

3.00pm (AEST) on Wednesday 20 November 2024

39 Hercules Street, Hamilton QLD 4007

Week Three Time/Date/Location:

3.00pm (AEST) on Wednesday 27 November 2024

39 Hercules Street, Hamilton QLD 4007

Week Four Time/Date/Location:

3.00pm (AEST) on Wednesday 4 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Five Time/Date/Location:

3.00pm (AEST) on Wednesday 11 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Six Time/Date/Location:

3.00pm (AEST) on Wednesday 18 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Seven Time/Date/Location:

3.00pm (AEST) on Wednesday 25 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Eight Time/Date/Location:

3.00pm (AEST) on Wednesday 1 January 2025

39 Hercules Street, Hamilton QLD 4007

Week Nine Time/Date/Location:

3.00pm (AEST) on Wednesday 08 January 2025

39 Hercules Street, Hamilton QLD 4007

PRIZE DETAILS

Major Prize Details

The prize pool includes the following:

- \$50 Byblos Voucher
- \$200 Studio Pilates Voucher
- 2 x \$50 Fosh Voucher
- \$200 Deer Sir Gift Hamper
- 2 x tickets to Pink Flamingo Suave Christmas Show (Valued at \$180)
- 1 x Case of Lager and Dumbo Merch Pack (Valued at \$200)
- 2 x 100 Urbanna Voucher
- 1 x Week Pass for Jett's Fitness Hamilton (Valued at \$50)
- \$25 Burrito Bar Voucher
- 3 x \$100 Gusto Da Gianni Voucher
- 4 x \$50 Uncle Wangs Voucher

Total major prize pool is valued at up to \$1,705 (inc. GST).

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Prize Restrictions	Prizes are not redeemable for cash in whole or part, cannot be
	extended, is non- refundable and cannot be used in conjunction with
	any other offer. If lost, certificates cannot be replaced. All services and
	bookings are subject to availability. Black-out dates may apply.
	• Fosh voucher is valid until 28/10/27
	 Pink Flamingo tickets can only be redeemed for Suave
	Christmas shows between 15 November – 21 December. Subject to availability.
	 Urbanna Voucher is valid for 36 months to be used
	towards Full price Shirts, Jackets, Sits, Pants or Jeans. can
	be redeemed either online or instore.
	 Jetts Pass valid for first time members for use at Jetts
	Hamilton. Excludes current members and terminated or
	expired members. Non transferable. Not available for
	suspension. All other Jetts T&C's apply.
	Burrito Bar Voucher is valid for 36 months.
	 Gusto Da Gianni voucher is valid for 36 months.
	 Dendy Cinema Voucher is valid for 36 months.
	 Byblos Voucher is valid for 36 months.
	 Studio Pilates class pack is valid for 36 months.
	 Uncle Wangs Voucher is valid for 36 months.
	Officie wangs voucher is valid for 30 months.
Total Prize Pool	Total maximum prize pool valued at up to \$1,705 (inc. GST).
Notification of Winner(s)	The winner will be contacted via email or phone within two (2) days of the prize draw.
Publication Details of Winner(s)	The major prize winner will be published on the promotional website, portsidewharf.com.au on the following dates:
	Week One Time/Date:
	3.00pm (AEST) on Monday 18 November 2024
	Week Two Time/Date:
	3.00pm (AEST) on Monday 25 November 2024
	Week Three Time/Date:
	3.00pm (AEST) on Monday 2 December 2024
	Week Four Time/Date:
	3.00pm (AEST) on Monday 9 December 2024
	Week Five Time/Date:
	3.00pm (AEST) on Monday 16 December 2024

	Week Six Time/Date:
	3.00pm (AEST) on Monday 23 December 2024
	Week Seven Time/Date:
	3.00pm (AEST) on Monday 30 December 2024
	Week Eight Time/Date:
	3.00pm (AEST) on Monday 6 January 2025
	Week Nine Time/Date:
	3.00pm (AEST) on Monday 14 January 2025
Full T&Cs	portsidewharf.com.au

UNCLAIMED PRIZE ARRANGEMENTS		
Prize Claim Date:	Major prizes for each weekly draw must be claimed by:	
	Week One Time/Date/Location:	
	3.00pm (AEST) on Monday 18 November 2024	
	39 Hercules Street, Hamilton QLD 4007	
	Week Two Time/Date:	
	3.00pm (AEST) on Monday 25 November 2024	
	39 Hercules Street, Hamilton QLD 4007	
	Week Three Time/Date:	
	3.00pm (AEST) on Monday 2 December 2024	
	39 Hercules Street, Hamilton QLD 4007	
	Week Four Time/Date:	
	3.00pm (AEST) on Monday 9 December 2024	
	39 Hercules Street, Hamilton QLD 4007	
	Week Five Time/Date:	
	3.00pm (AEST) on Monday 16 December 2024	
	39 Hercules Street, Hamilton QLD 4007	

Week Six Time/Date:

3.00pm (AEST) on Monday 23 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Seven Time/Date:

3.00pm (AEST) on Monday 30 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Eight Time/Date:

3.00pm (AEST) on Monday 6 January 2025

39 Hercules Street, Hamilton QLD 4007

Week Nine Time/Date:

3.00pm (AEST) on Monday 14 January 2025

39 Hercules Street, Hamilton QLD 4007

In the event that the Promotor is unable to make contact with the winner for any reason before 5pm, at the Promoter's absolute discretion, the Promotor may determine that the winner is no longer eligible for the prize.

Unclaimed Prize Draw Details

Where applicable:

Week One Time/Date/Location:

3.00pm (AEST) on Tuesday 19 November 2024

39 Hercules Street, Hamilton QLD 4007

Week Two Time/Date:

3.00pm (AEST) on Tuesday 26 November 2024

39 Hercules Street, Hamilton QLD 4007

Week Three Time/Date:

3.00pm (AEST) on Tuesday 3 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Four Time/Date:

3.00pm (AEST) on Tuesday 10 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Five Time/Date:

3.00pm (AEST) on Tuesday 17 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Six Time/Date:

3.00pm (AEST) on Tuesday 24 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Seven Time/Date:

3.00pm (AEST) on Tuesday 31 December 2024

39 Hercules Street, Hamilton QLD 4007

Week Eight Time/Date:

3.00pm (AEST) on Tuesday 7 January 2025

39 Hercules Street, Hamilton QLD 4007

Week Nine Time/Date:

3.00pm (AEST) on Tuesday 15 January 2025

39 Hercules Street, Hamilton QLD 4007

Notification/Publication Details (of unclaimed prize winner(s))

The winner will be contacted via direct message within two (2) days of the prize draw.

The unclaimed prize winner will be published on the promotional website portsidewharf.com.au on the following dates:

Week One Time/Date

3.00pm (AEST) on Friday 22 November 2024

Week Two Time/Date:

3.00pm (AEST) on Friday 29 November 2024

Week Three Time/Date:

3.00pm (AEST) on Friday 6 December 2024

Week Four Time/Date:

3.00pm (AEST) on Friday 13 December 2024

	Week Five Time/Date:
	3.00pm (AEST) on Friday 20 December 2024
	Week Six Time/Date:
	3.00pm (AEST) on Friday 27 December 2024
	Week Seven Time/Date:
	3.00pm (AEST) on Friday 3 January 2024
	Week Eight Time/Date:
	3.00pm (AEST) on Friday 10 January 2025
	Week Nine Time/Date:
	3.00pm (AEST) on Friday 17 January 2025
Privacy	A copy of the Promoter's privacy statement may be obtained at <u>Privacy Policy Brookfield Properties</u>

Promotion: Game of Chance or Skill Conditions of Entry

- 1. The Promotion is either a game of skill or a game of chance. Participation in this Promotion constitutes acceptance of these Terms of Entry.
- 2. Entry is open only to Entrants that are permanent residents of Australia.
- 3. The Promotion will be conducted during the Promotional Period.
- 4. To enter the Promotion, entrants must follow the Entry Mechanic during the Promotional Period.
- 5. It is the responsibility of each eligible Entrant to ensure that their details, including their phone number and email address are correct and up to date.
- 6. Entries must be received by the Promoter during the Promotion Period.
- 7. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 8. The draw/s will be conducted in accordance with the Draw Details. Prize/s will be awarded to the valid entrant/s randomly drawn in accordance with the Prize Mechanic.
- 9. The judges' decisions are final and no correspondence will be entered into.
- 10. Prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 11. All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
 - b. undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 12. The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- 13. Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be deemed invalid.
- 14. Where a prize includes tickets, tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
- 15. The Promoter may, in its discretion, require any person taking any prize to be 18 years of age or over.

- 16. The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner.
- 17. At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- 18. Entrants acknowledge that the prizes may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to taking the prize.
- 19. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 20. The winner/s will be notified as stated in the Notification of Winners section and their name will be published in accordance with the Publication Details.
- 21. If any prize is not claimed in accordance with these terms of entry, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details.
- 22. Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 23. The Promoter and its associated agencies and companies 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) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 24. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 25. Entrants can only enter in their own name. The Promoter reserves the right to request the winners to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winners' identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the winners in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
- 26. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the

- entry process or with the operation of the Promotion or acts in violation of these Conditions of Entry.
- 27. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 28. Prizes are not transferable or exchangeable, nor can they be redeemed for cash. The prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize Value is as specified on the Date at which the Prize Value is Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal value. The Promoter will not replace any lost or stolen prizes.
- 29. The Promoter accepts no responsibility for any tax implications that may arise from winning or receiving the benefit of the Prize. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.
- 30. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
- 31. All entries will be the property of the Promoter. The Promoter will not pass entrant information onto any third parties, with the exception of the winner's contact details, which will be provided to the associated agencies (if any) in order to fulfill the prize.
- 32. Where the Promotion is administered on Facebook, Instagram and/or Portside Wharf's website, entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants and participants in the Promotion release Facebook, Instagram and its associated companies from all liability arising from the Promotion.