

TERMS & CONDITIONS

YAMBA FAIR | SHOP & PLAY TO WIN



1 Introduction

- 1.1 This 'Shop & Play to WIN' (Promotion) is conducted by Clarence Property Corporation Limited – Yamba Fair as the responsible entity of the Clarence Property Diversified Fund (Promoter).
- 1.2 These terms and conditions apply to all entries into and/or prizes awarded under the Promotion.
- 1.3 The laws of New South Wales apply to the conduct of the Promotion and the interpretation of these terms and conditions.
- 1.4 By submitting an online or physical entry into this Promotion, Entrants warrant that they have read, understood, and have accepted and agreed to be bound by these terms and conditions.

2 Duration

- 2.1 This Promotion runs from Wednesday 23rd November to Friday 23rd December 2022 concluding at 12:00 PM AEDT.

3 Eligibility

- 3.1 This Promotion is open to residents of Australia.
- 3.2 Directors, officers, management, suppliers, and their employees (and the immediate families of directors, officers, management, suppliers, and employees) of the Promoter (Clarence Property Corporation Limited) or any of its related body corporates are ineligible to enter the Promotion.
- 3.3 Retailers, store owners, managers, employees, and their immediate families at Yamba Fair are ineligible to enter the Promotion.
- 3.4 Partial lay-by receipts, 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) along with Tobacco products and gift cards are not accepted as part of this competition.
- 3.5 If the Entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian. Proof of age may be requested at the discretion of each Store and must be provided if requested to redeem prizes.
 - 3.5.1 To enter Play to WIN at Yamba Fair, children under the age of 15 must have their parents or guardians' consent to participate.
 - 3.5.2 One phone/email address permitted per day. Daily limits apply



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4a Method of entry – Shop to WIN

4a.1 To enter, a person (Entrant) must:

4a.1.1 Spend a minimum of \$30 at participating Yamba Fair Retailers.

4a.1.2 Scan the QR Code on display at Yamba Fair linking to the URL – <https://yambafair.com.au/>

4a.1.3 Correctly complete the entry details including the Entrant's full name, suburb, postcode and contact telephone number.

4a.1.4 Retain a valid receipt as proof of purchase and to confirm the amount spent.

4a.2 The Winner is deemed to be the first person drawn who meets the entry criteria set out in clause

4a.3 The Promoter does not accept responsibility for late, lost, or misdirected entry forms.

4a.4 There is no limit on the number of times a person may enter the Promotion.

4a.5 Duplicate receipts or duplicate physical & online entries of the same receipt will not be accepted.

4a.6 Entrants will only be permitted to enter by submitting one receipt which meets the minimum spend requirements, per store, per day regardless of the total amount spent at the relevant store.

4a.7 The Promoter reserves the right to not accept entries that appear illegible, forged, mutilated, copied, or tampered with in any way.

4b Method of Entry – Play to WIN

4b.1 To enter, a person (Entrant) must:

4b.1.1 Scan the QR codes in centre, Find & Collect all 3 Aussie Xmas Animals located around North Shore Marketplace.

4b.2 Instant Prize redemption is valid once all 3 Aussie Xmas Animals are collected through the AR experience and valid once shown on the mobile screen, entry is valid once per day up to a maximum of 5 entries for the duration of this competition.

4b.3 The Promoter does not accept responsibility for device, internet service/provider issues.

4b.4 Limit of 1 participation per day per phone, up to 5 maximum prize collections.



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5 Draw

- 5.1 Shop to WIN prize draw is the first correct entry drawn will be deemed the Winner. The Promoter's decision is final. No further correspondence will be entered into.

6 Shop to WIN Prize

- 6.1 The total value of prizes for the Shop to WIN Promotion is approximately \$1000* in value. All prize values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value due to availability of products at the time of purchase.
- 6.2 The prize is not transferable, redeemable, or exchangeable for cash.
- 6.3 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 6.4 All prizes are subject to the terms and conditions of the individual provider of the prize.
- 6.5 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value, subject to any written directions from a regulatory authority.

7 Notification

- 7.1 The winner will be notified by telephone or email. The Promoter has up to 30 days to deliver the prizes from the prize pool.

8 Prize collection

- 8.1 The winner must collect the prize(s) from Yamba Fair or one of Clarence Property office locations. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity (e.g., a valid receipt) to claim a prize.
- 8.2 Prize(s) must be collected within fourteen (14) days of notification. If for any reason a winner does not redeem a prize by the time stipulated, then the prize will be forfeited.



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9 Play to WIN Prizes

- 9.1 The total number of Instant Prizes for this Promotion is 500 x Instant Prizes to be redeemed from listed Retailers – Dunes Café, Subway, Khub & Kanes Sport as per AR experience. All prize values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value due to availability of products at the time of purchase. Once all Prizes have been claimed, the Centre is not obligated to issue further prizes however the person (entrant) can still play.
- 9.2 The prizes are not transferable, redeemable, or exchangeable for cash.
- 9.3 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 9.4 All prizes are subject to the terms and conditions of the individual provider of the prize.
- 9.5 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value, subject to any written directions from a regulatory authority.

10 Play to WIN - Instant Prize collection

- 10.1 Instant Prizes can only be collected when all 3 Aussie Xmas Animals have successfully been found through the AR experience. Each Winner can then collect their instant prize from the participating Retailer shown on the end screen at Yamba Fair within 30 minutes of playing the game – only during that Retailer's Trading Hours. The Promoter reserves the right to request winners to provide proof of identity and/or proof of successful completion (e.g., Congratulations message which will appear on each screen must be shown) to claim prize.
- 10.2 Prize(s) must be collected within 30 minutes of playing the Play to WIN game as specified in 10.1. If for any reason a winner does not redeem a prize by the time stipulated, then the prize will be forfeited and player may play again the next day, with up to 5 entries over the competition period.

11 Publicity Materials

- 11.1 By entering this Promotion, Entrants accept that their name may be made public. A picture, along with the winner's name, may be requested for publication on Social Media platforms as part of the Promotion. You agree to your name and picture being published as a condition of entry into this Promotion.



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12 Disclaimer

- 12.1 Photographs used in the Promotion are for illustrative purposes only and may not be to scale or depict exact prize detail or size.
- 12.2 By entering the Promotion, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking any prize.
- 12.3 The Promoter accepts no responsibility for any prize once it has been collected by the winner.
- 12.4 The Promoter accepts no responsibility for lost, late or illegible receipts.
- 12.5 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Promoter and its associated subsidiaries, employees, advisers, agents, and related bodies corporate shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Promotion (including but not limited to direct, indirect, or consequential loss or damage or personal injury).
- 12.6 The prize winner must, on demand, indemnify and keep indemnified, the Promoter, its subsidiaries, agencies, employees, advisers, agents and companies against all claims, losses, damages, costs, and expenses reasonably or lawfully suffered or incurred by the Promoter by reason of any loss, damage or injury incurred by the Promoter arising out of this Promotion.

13 Termination of Promotion

- 13.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time with or without notice and without liability to any Entrant or other person, subject to applicable laws.

14 Decisions Final

- 14.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 14.2 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 14.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with Entrants or any other person will be entered into.



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15 Personal information and privacy

- 15.1 Under the Privacy Act 1988 the Promoter must tell an Entrant when it collects personal information about them and how it will use it. If the Entrant chooses to enter or take part in this competition, the Entrant will be required to provide information about themselves.
- 15.2 The personal information supplied by Entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter in various ways, including but not limited to public marketing and promotional material. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988. Subject to the provisions of the Privacy Act 1988, Entrants may have access to any personal information held by the Promoter by contacting the Promoter in writing via enquiry@clarencproperty.com.au.
- 15.3 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.
- 15.4 The Promoter reserves all rights to amend these Terms & Conditions of this Promotion at any time, with or without providing notice and within its complete discretion at any time.



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