

**TERMS AND CONDITIONS FOR  
SPIN TO WIN AT MARKET SQUARE DECEPTION BAY**

1. Participation in this Promotion and information regarding redemption of any Gifts forms part of these terms and conditions. Participation In this SPIN TO WIN AT MARKET SQUARE DECEPTION BAY (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local daylight savings time.
2. Subject to condition 3, this Promotion is only open to **QLD** residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
3. The following are ineligible:
  - (i) employees of the Promoter (Mintus Properties Pty Ltd ATF The Deception Bay Investment Trust trading as Market Square Deception Bay), the Tenants or Tenant’s employees or any of the Promoter’s agencies that are associated with the Promotion;
  - (ii) the spouse, defacto, spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
4. This Promotion commences at 10.30am on the Last Thursday of every month and ends at 12.30pm on the same day or while stocks last (“Promotional Period”).
5. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to applicable laws.
6. To enter, participants must during the Promotional Period:
  - (a) Spend \$10 or more in one transaction at any Market Square Deception Bay specialty store OR \$50 or more in one transaction at Woolworths or Coles at Market Square Deception Bay dated no more than six days prior to the last Thursday of the month. of the promotion excluding any Ineligible Transaction. (“Qualifying Spend”).
  - (b) Present your receipt to the promotional staff located at the Spin Wheel.
  - (c) One spin per person per valid receipt up to maximum of 3 spins per person per valid receipts per promotional day. An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in condition 7 below.
7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill payments, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording layby payments except where a layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipt not meeting qualified spend amounts and (h) receipts that the Promoter has reasonably determined to have been tampered with, stolen or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or

photocopy each purchase receipt submitted in the Promotion before returning them and to request to see a copy of the receipt should they be deemed a winner.

8. Specialty store receipts and Major store receipts cannot be combined to total \$10 or \$50

9. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 22.

10. Instant prizes will be awarded from the promotional staff member immediately after the participant's spin. **The prize awarded will be determined by the colour it is allocated. Match the colour spun on the wheel to the colour on the promotional board to determine prize. No correspondence will be entered into.** The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim the prize.

11. If there is a dispute as to which segment the spinner/needle lands on, the promotional staff member's decision will be final. The entrant must not interfere with the wheel once the wheel is spun. Any unfair conduct in participating in the wheel spin, will at a promotional staff member's discretion result in an entrant's forfeiture of the right to a prize.

12. The Prize is subject to the standard terms and conditions of individual product and service providers. The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.

13. If for any reason a participant does not take the Prize or an element of the Prize after they have spun the wheel during the time of the promotion, then the Prize or that element of the Prize will be forfeited and will not be redeemable for cash. If the participant is under the age of 18, the prize will be awarded to their parent or guardian.

14. If any Gift (or part of any Gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a Gift of equal value and/or specification, subject to any written directions from a regulatory authority.

15. The total prize pool per day of promotion is \$200.

16. All Participants consent to the Promoter using the Participant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18. 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, including but not limited to:- technical difficulties, unauthorised intervention or fraud, then the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b)

subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

19. The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with participants or any other person will be entered into.

20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (Mintus Properties Pty Ltd ATF The Deception Bay Investment Trust trading as Market Square Deception Bay including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including (but not limiting): (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

22. The Promoter collects personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. **By entering this promotion, the participant consents to their personal information being utilised for the Promoter's current and future promotional activities.** By entering the entrant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email [admin@mintus.com.au](mailto:admin@mintus.com.au) or write to the Marketing Manager, Centre Management Office Grove Square – The Hills, 375 – 383 Windsor Rd, Baulkham Hills, NSW 2153. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit the Centre Management Office at Market Square Deception Bay or to request a copy, please email Centre Management. All entries remain the property of the Promoter.

23. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.

24. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.

25. The "Promoter" Mintus Properties Pty Ltd ATF The Deception Bay Investment Trust trading as Market Square Deception Bay, 1-45 Bay Avenue, Deception Bay QLD 4508.