

## Big W Toy Trolley Dash Promotion – May 2024

### Terms and Conditions

<b>Who is running the competition?</b>	Clifford Gardens Shopping Centre (Promoter), Corner James Street and Anzac Avenue, Toowoomba, Qld, 4350 (ABN 23 318 856 072).
<b>When will the competition start and end?</b>	The competition runs from 9am 01/05/2024 until 7pm 30/05/2024 (the Competition Period).
<b>Who can enter?</b>	Only Australian residents aged 18 or over can enter. Photo identification may be required.
<b>Who can't enter?</b>	Directors, officers, management and employees of: (a) the Promoter; (b) the agencies or companies associated with this competition or the Promoter; or (c) the retail stores located at the Centre, and the immediate families of those people, can't enter.
<b>Where will the competition run?</b>	The competition will run in all retail stores in the Centre, Cnr James Street & Anzac Ave, Toowoomba, Queensland. Excludes casual, pop up and temporary tenants.
<b>Do I need to buy/do anything to enter the competition?</b>	Yes. During the Promotional Period, you need to spend \$60 or more in a single transaction at a Clifford Gardens retail store (Qualifying Purchase).  For clarity, Qualifying Purchase receipts cannot be combined to reach the minim spend of \$60, however one entry form will be issued for every physical receipt presented that meets the competition criteria.  Further exclusions include lay-by (including store layby, AfterPay, Certergy, ZipPay or any other layby structured payment systems), online payments (including click and collect, direct to boot, etc), ATM withdrawals, gift card purchases, mobile phone recharge cards, scripts & utility bill payments.
<b>Entry instructions</b>	After a customer has made a Qualifying Purchase, they must visit the Customer Service Desk (located near Terry White Chemmart) during the promotional period and present their original Qualifying Purchase physical receipt to receive their entry form. Once completed, the entry form can be placed into the entry box located next to the Customer Service Desk.  The purchase receipt must be a physical receipt (digital receipts will not be accepted) clearly identify the Participating Retailer of purchase, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period). Please note EFTPOS and digital receipts will not be accepted, only a physical tax invoice receipt is valid.  If, in the Promoter's opinion, you have shared any receipt/s with another person, your entries will be invalid, and you will lose any right to enter.  Entry Forms can only be claimed during Customer Service trading hours as outlined below: Mon – Wed: 9am – 5pm* Thur: 9am – 7pm Fri: 9am – 5pm Sat: 9am – 4pm Sun: 10:30am – 2:30pm *Please note Monday 6 May is a public holiday for Labour Day QLD and the Centre will be closed.
<b>Prize</b>	The winner will participate in a 3-minute Trolley Dash within the defined, designated toy Dash area at Big W Clifford Gardens on Friday 7th June 2024 at 7:00am, to the value of \$5,000.  The winner will have 3 minutes to put as many items as they can, from within the designated toy Dash area, in a trolley in accordance with the below rules.  Conditions of Trolley Dash: <ul style="list-style-type: none"> <li>• Only one winner can complete the Dash.</li> <li>• No assistance from other persons is allowed.</li> </ul>

	<ul style="list-style-type: none"> <li>• The winner must be able to complete the Dash on Friday 7th June 2024 at 7:00am. If unable to attend, the winner may nominate an alternate person to complete the Dash at the above time and date, acting as a proxy on their behalf. The proxy must be over the age of 18 years to participate in the Dash.</li> <li>• The winner can only select one of each product during the Dash.</li> <li>• Only one trolley can be used at a time during the Dash with additional empty trollies available at the end of each aisle. Once full, a trolley can be abandoned, and a new empty trolley collected to continue on with the Dash.</li> <li>• Bulky items are not to be handled by the winner during the Dash. Prize slips will be available for the winner to grab in order to claim that item rather than the bulky product itself.</li> <li>• The winner must follow all directions including safety instructions from Big W and the Promoter.</li> <li>• The winner must participate in a safety briefing prior to the Dash and will be allowed to walk the designated Dash area prior to the start of the Dash to familiarise themselves with the prize zone.</li> <li>• The winner must wear appropriate attire to participate in the Dash including closed in shoes and pants. Loose, flowing clothing is not permitted.</li> <li>• The winner will be required to complete the Dash in a manner which is safe and does not pose any danger to themselves or others. The winner must also take care not to break or damage any products during the Dash. Any product(s) that are broken or damaged during the Dash will be forfeited by the winner.</li> <li>• The winner accepts that there may be a risk of injury due to the energetic nature of the trolley dash and indemnify Big W and the Promoter against any liability in this regard.</li> <li>• By entering the competition, Participants warrant that they are aware of the physical nature the Dash and the associated risks involved. Participants agree that they are physically capable of participating in the Dash, agree to be solely responsible for their actions, will at all material times hold Big W and the Promoter harmless from any and all liability to them in connection with the competition or their participation in the Dash, and indemnify Big W and the Promoter in this regard.</li> <li>• The winner agrees to sign a waiver prior to the commencement of the Dash to indemnify Big W and the Promoter against any liability in association with the competition and participation in the Dash.</li> <li>• If the value of products inside the trolley at the end of the time limit is less than \$5,000, then the balance of the \$5,000 will be forfeited by the winner. If the value of products is more than \$5,000, then some products will be removed by the winner until what is left is equal to or less than \$5,000, with the balance, if any, being forfeited.</li> <li>• Products that are collected during the Dash may not be exchanged at a later stage.</li> <li>• The following items are excluded from the Dash: Gift Cards, Home &amp; Appliances, Clothing, Footwear, Accessories, Books, Gaming, Tec &amp; Audio, Travel, Outdoors, Party, Gift Ideas, Health &amp; Beauty, Pet Food &amp; Care, Stationery, Art &amp; Craft, Household Cleaning, Snack &amp; Drinks.</li> </ul>
<b>Total Prize Pool</b>	The total prize pool is valued at \$5,000.
<b>How many times can I participate?</b>	<p>There is no limit to the number of entries so long as the entries are received within the promotional period.</p> <p>Each participant is only permitted to win (1) prize under this Promotion, during the Promotional Period. Incomplete or illegible claims will be deemed invalid.</p>

<b>Prize Selection</b>	<p>The prize draw will take place in the Clifford Gardens Centre Management office at 9am on Friday 31 May 2024.</p> <p>The winner will be determined via random draw from the entry box. The judge's decision is final. No further correspondence will be entered into. The winner need not be present at the draw to be eligible to win.</p> <p>The prize winners must provide suitable identification to the Promoters' satisfaction to be entitled to redeem their prize.</p>
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about the prize and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Promotional Period. Incomplete, indecipherable or illegible entries will be deemed invalid.

### General

- 3 If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to Big W and the Promoter using your name and image in any promotional or advertising activity. You will be required to sign a talent release form agreeing to this prior to the start of the Dash.
- 4 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 5 You must not:
- (a) tamper with the entry process.
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition.
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner.
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition.
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 6 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 7 The Promoter's decision in connection with all aspects of this promotion is final.
- 8 Prize items cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prize items must be taken as and when specified, or will be forfeited with no replacement. The prize value is correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 9 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 10 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

### Liability

- 11 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 12 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 13 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 14 The Promoter may communicate or advertise this promotion using Facebook or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from all liability.

#### **Collection and use of your personal information**

- 15 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition and (if you are a VIP member of the Centre) communicating with you as a VIP member. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with you. If you are a VIP member of the Centre, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at [www.cliffordgardens.com.au](http://www.cliffordgardens.com.au) contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information.