

## Social Competition – Game of Chance

<b>Schedule</b>									
<b>Promotion:</b>	Marketown Shopping Centre - National Hot Chocolate Day Giveaway								
<b>Promoter:</b>	<p>Region RE Limited ABN 47158809851</p> <p>For any inquiries regarding this Promotion, please contact the Promoter's participating centre on Marketown Shopping Centre, (02) 4929 4448</p>								
<b>Participating Centre:</b>	Marketown Shopping Centre, 23 Steel St, Newcastle West NSW 2302								
<b>Promotional Period:</b>	<p><b>Start date:</b> 28/01/26 at 02:00 pm AEST</p> <p><b>End date:</b> 30/01/26 at 04:00 pm AEST</p>								
<b>Eligible entrants:</b>	Facebook entry is for Australian residents over 16 years of age.								
<b>How to Enter:</b>	<p>To enter the competition, each entrant must, during the competition period:</p> <p>a. Comment on the competition post located on the Marketown Shopping Centres Facebook page.</p>								
<b>Entries permitted:</b>	Limit one (1) entry permitted per person completed accordance with the entry instructions above.								
<b>Total Prize Pool:</b>	AUD \$50								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 5px;">Prize Description</th> <th style="text-align: center; padding: 5px;">Number of this prize</th> <th style="text-align: center; padding: 5px;">Value (per prize)</th> <th style="text-align: center; padding: 5px;">Winning Method</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">The prize is 10 x hot chocolates at The Shed Cafe</td> <td style="text-align: center; padding: 5px;">10</td> <td style="text-align: center; padding: 5px;">AUD \$5</td> <td style="text-align: center; padding: 5px;">Limited Offer</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is 10 x hot chocolates at The Shed Cafe	10	AUD \$5	Limited Offer
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<b>Prize Conditions:</b>	Any ancillary costs associated with the prize not included.								

### **PART A - INTRODUCTION**

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, eligible entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions in order to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the terms of the Schedule will prevail.

### **PART B - PRIVACY**

5. The Promoter will collect and use each entrant's personal information for the purposes of:
  - (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
  - (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
  - (c) research to improve its products and services.
6. By entering the Competition, eligible entrants consent to the use of their personal information as described in clause 5.
7. Eligible entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy located on its website [https://regiongroup.au/wp-content/uploads/2022/12/Privacy-Policy\\_July-2021](https://regiongroup.au/wp-content/uploads/2022/12/Privacy-Policy_July-2021)

### **PART C - WHO CAN ENTER THE COMPETITION**

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission in writing from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

### **PART D – HOW TO ENTER THE COMPETITION**

10. To enter, each eligible entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits eligible entrants to submit more than one entry, each entry must be unique and submitted separately. Entries must not have been published previously or used to win prizes in other competitions conducted by the Promoter.
12. An entry cannot be modified after it has been submitted.
13. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of an eligible entrant. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.

14. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
15. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
16. The eligibility of entries is solely within the discretion of the Promoter.
17. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
18. If entry is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition.
19. If the Competition involves uploading a photograph or other content onto a website or social media or providing content as entry, by entering the Competition, each entrant agrees:
  - (a) to their entry being made available for public viewing;
  - (b) that all entries are subject to the approval of the Promoter. The Promoter reserves the right to approve all entries before publication and to remove any entries at any time in its absolute discretion. However, the Promoter is not responsible for any entries that are published and visitors view them at their own risk;
  - (c) that if they upload or otherwise cause another person's profile picture or other Facebook content to be made publicly available (despite Marketown Shopping Centre discouraging this conduct), that they have obtained consent from each person they add to submit that person's profile picture or other Facebook content;
  - (d) to release the Promoter and the Promoter's managing agent from liability for their entry to the full extent permitted by law;
  - (e) to indemnify the Promoter and the Promoter's managing agent against any claim, legal or otherwise that may arise out of the use or publication of the entry;
  - (f) and promises that their entry is original and does not infringe the intellectual property rights of any third party;
  - (g) that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry; and
  - (h) that if the entry involves a photograph, they have obtained the prior consent of any person depicted in the photo or, in the case of children, they have obtained the prior consent of the parents or legal guardians of the depicted children.
20. If entry is via Facebook, entrants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter or the Promoter's managing agent is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
21. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter or the Promoter's managing agent is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### **PART E - PRIZES**

22. Each Prize is not transferrable, exchangeable or redeemable for cash.
23. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
24. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
25. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
26. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

#### **PART F - HOW THE WINNER(S) ARE DETERMINED**

27. The Competition is a game of Chance.
28. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
29. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
30. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
31. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
32. Each winner will receive a Prize.

#### **PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)**

33. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
34. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
35. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
36. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

#### **PART H - UNCLAIMED PRIZES**

37. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
38. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

#### **PART I – NO LIABILITY**

39. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the entrant will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter and the Promoter's managing agent shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
40. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
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#### **PART J - TERMINATION OF COMPETITION**

42. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws.

#### **PART K – LIMITATION OF LIABILITY**

43. The Parties acknowledge and agree that:
  - (a) the Promoter enters into these terms and conditions in its capacity as responsible entity of Region Retail Trust (the **Trust**) and is bound by these terms and conditions only in that capacity and in no other capacity;
  - (b) the recourse of the eligible entrants to the Promoter in respect of any obligations and liabilities of the Promoter under or in connection with these terms and conditions (whether that liability arises under a specific provision of these terms and conditions, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the Promoter can be satisfied out of the assets of the Trust (the **Assets**) out of which the Promoter is actually indemnified in respect of such obligations and liabilities;
  - (c) the parties may not sue the Promoter in any capacity other than as responsible entity of the Trust, including seeking the appointment of a receiver, a liquidator, an administrator or any similar person to the Promoter or prove in any liquidation, administration or arrangement of or affecting the Promoter (except in relation to property of the Trust);
  - (d) this clause 42 does not apply to any obligation or liability of the Promoter in its capacity as responsible entity of the Trust to the extent that it is not satisfied because under the trust deed of the Trust (the **Trust Deed**) or by operation of law there is a reduction in the extent of the Promoter's indemnification out of the Assets as a result of fraud, negligence or breach of trust on the part of the Promoter; and
  - (e) if a party does not recover the full amount of any money owing to it arising from non-performance by the Promoter of any of its obligations, or non-payment by Promoter of any of its liabilities, under or in respect of these terms and conditions, by enforcing the rights referred to in paragraph (b), that party may not (except in the case of fraud, negligence or breach of trust by the Promoter) seek to recover the shortfall by:
    - i. bringing proceedings against the Promoter in its personal capacity; or

- ii. applying to have the Promoter wound up.
- 44. This clause applies despite any other provision of these terms and conditions, the Trust Deed or any principle of equity or law to the contrary and extends to all liabilities and obligations of the Promoter in relation to any representation, warranty, conduct, omission, agreement or transaction related to these terms and conditions, including under the Trust Deed.