

Terms and conditions

These terms and conditions (**Terms**) were last updated on 24 September 2018.

aspleyhomemakercity.com.au (**Website**) is owned by operated by Arkadia Aspley 132 478 883 (**Centre Manager, we, us, our**) and provides information about Aspley Homemaker City (the **Centre**) and participating retailers.

By using the Website, you agree to the following Terms and our Privacy Policy. These Terms govern your use of the Website and, where indicated, also apply to your use of social media pages operated by us in the name of the Centre (Social Media Pages).

Contact details

If you have any queries regarding these Terms, please contact us on:

Centre Management Office 02 9908 0321 or marketing@arkadia.com.au

Privacy

Any information collected or received by us in connection with your access and use of the Website or a Social Media Page will be treated in accordance with our Privacy Policy.

Use of the Website

We require that users must not, without our prior written permission:

- use any robot, spider, other automatic software or device, or manual process to monitor or copy this Website;
- copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any part of this Website; or
- do anything which may damage or interfere with the proper operation of the Website.
- provide links to this Website from any third party website.

Interacting with us through social media

If you deal with us through our Social Media Page, please ensure that you are aware of and comply with the social media platform provider's terms and conditions of use.

As the Centre Manager wishes to provide a welcoming space for all users, we require that users of our Social Media Pages do not abuse or offend others, upload or post any material that may infringe the intellectual property or other rights of another person or interfere with or disrupt with the operation of the Social Media Page. If you believe that a user has breached any of these conditions, please contact us.

We may modify or remove any material uploaded or posted on a Social Media Page by any user, without notice.

Intellectual Property

The Centre Logos are trademarks owned by or licensed to us (TradeMarks). Trademarks used to describe third parties are trademarks of those third parties.

You acknowledge and agree that:

- except as expressly set out in these Terms, you obtain no patents, trademarks, design rights, copyright, trade names, confidential information or other similar rights or obligations (**Intellectual Property Rights**) in any part of the Website or Social Media Page.
- by uploading, posting or otherwise making available any material via a Website or a Social Media Page, you grant us a non-exclusive, worldwide, royalty-free, perpetual licence to copy, edit and use the material in any form for any purpose.

As between you and us, all Intellectual Property Rights in this Website and Social Media Page vest in us. If you become aware of any infringements or suspected infringement by any third party of any Intellectual Property Rights in this Website, please immediately notify us.

Third party content and links

The Website and the Social Media Pages may contain links to or display the content of third parties and links to websites which are not under our control. If you use or rely upon third party content or websites, you do so at your own risk.

Disclaimer

The information on the Website and the Social Media Pages are provided “as is”. While the Centre Manager takes reasonable steps to ensure that information on its Website and Social Media Pages is accurate, current and complete, we do not guarantee or make any representation or warranty in relation to the accuracy, currency or completeness of the information, nor in relation to the merchantability and fitness for a particular purpose.

To the fullest extent permitted by law, we are not responsible for, and accept no liability with respect to, any material made available on the Website or Social Media Page by a third party. We do not endorse any opinion, advice or statement made by any person other than us.

By accessing the Website or a Social Media Page, the user assumes all risks associated with its use, including the risk that the user’s computer, software or data may be damaged or lost by data transmission errors or any virus. If you choose to send any confidential information to us electronically, you do so at your own risk.

Limitation of liability

Any liability as a result of our failure to provide, or for any problems with, the Website or a Social Media Page or any part of same, which cannot be lawfully excluded, is limited to the maximum extent permitted by law (as we reasonably determine), to resupplying the Website or Social Media Pages to you.

Website usage and cookies

The Centre Manager documents the IP addresses, browser types, and access times, requested URLs and referred URLs of users of the Website. The purposes of this include monitoring usage patterns, carrying out system administration, troubleshooting problems and obtaining broad demographic information about users. Such information is not personally identifiable and is not shared with third parties other than our related companies, agents, contractors and service providers.

We also use data files known as “cookies” on the Website. Such data files are placed on a user’s computer when they visit the Website. We only use cookies to enable the operation of the Website and not to keep personal profiles of users. Users who wish to avoid cookies should do so by disabling cookies on their internet browser.

When you access our Social Media Page, you should read the information collection policy of the relevant social media platform provider.

Waiver and change of Terms

These Terms may only be waived through an expressed waiver signed by both the Centre Manager and the relevant user. The failure of the Centre Manager to enforce or insist upon enforcement of any rights under these Terms will not be taken as a waiver of the other rights under these Terms.

We may change these Terms and publish the changed Terms on the Website and the Social Media Page. Continued usage of the Website or Social Media Page will be taken as the user's acceptance of the changed Terms.

Aspley Homemaker City Free Bag with Purchase Campaign 2022 Terms and Conditions

Participation in the promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who submits an Eligible Entry during the Promotion Period.
3. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - a. Must make a purchase in one of the Aspley Homemaker City retailers.
 - b. Must collect their free eco bag from the retailer at the time of the transaction or present an eligible receipt on the same day of transaction.

The Promotion

4. The promotion will be conducted at the Centre at Aspley Homemaker City 815 Zillmere Road, Aspley QLD 4034.
5. The Promotion will end once stock finishes.

Eligibility

6. The Promotion is only open to Eligible Persons.
7. There is no minimum purchase amount.
8. Eligible transaction receipt must be dated at the same day of collection.

The Gift

9. Participants will be eligible to receive one (1) free gift per person, per retailer, per day with eligible transaction receipt.
10. Participants must collect their free gift from the retailer that the transaction was made at the same day of transaction.
11. Any attempt to collect the free gift any day after will be deemed ineligible.
12. Promoter reserves the right to change the gift at any time in its sole discretion.
13. The free gift is not transferable, refundable or exchangeable and cannot be taken as cash in part or full.
14. No replacement will be provided for lost, stolen, damaged or destroyed gift/s.
15. Each Eligible Entry by an Eligible Person will be allowed to collect the Gift at the time of collection.
16. Gifts will be available for collection from participating Aspley Homemaker Centre retailers.
17. Gift/s are available while stocks last.
18. A Participant claiming the Gift will be required to provide proof of an eligible transaction receipt.
19. The Retailer's decision as to eligibility of the Participant is final and binding and no correspondence will be entered into in relation to the conduct of the Promotion or otherwise.

Other General Terms

20. The Promoter Entities and Facebook shall not be liable (including, without limitation, in negligence) for:
 - a. Any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - b. Any personal illness, injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
21. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the Gift by the Participant.
22. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law ("ACL") and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement ("Your Consumer Rights") Subject

to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence). Any condition or warranty which would be implied by law into these term and conditions is excluded.

23. Participation in the Promotion implies acceptance of all Terms and Conditions.
24. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - a. Disqualify any Participant; and/or
 - b. Modify, suspend, terminate or cancel the Competition as appropriate.
25. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook. The Participant agrees that Facebook/Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook to the full extent permitted by law.
26. This promotion is not in conjunction with any other retailer/centre promotion.

Definitions

"Centre" means Aspley Homemaker City, located at 815 Zillmere Road, Aspley QLD 4034.

"Promotion" means the opportunity collect a Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period until stocks are finished.

"Eligible Entry" means an entry which complies with the requirements of clause 4.

"Eligible Person" means an individual who:

- (a) Is a resident of New South Wales;
- (b) If under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) Is not a Non Eligible Person; and
- (d) Provides an Eligible Receipt.

"Non-Eligible Person" means the following:

- (a) Owners and managers of the Centre;
- (b) Retailers of the Centre
- (c) Suppliers, associated companies and agencies of the Centre;
- (d) The employees of contractors of the persons and entities in paragraphs (a) – (c); and
- (e) Any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"Participant" means any person who participates in the Promotion.

"Gift" means one (1) eco-friendly bag.

"Promoter" Arkadia Property Services (ABN 99 111 115 961), Level 1, 202 Military Road Neutral Bay NSW 2089

"Retailer" means any participating retailer with available free gift to collect

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.