

# 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.