

## **Chevron Renaissance Shopping Centre**

### **LOAD DROP & WIN AT COLES PROMOTION 16– 28 SEPTEMBER 2024 TERMS & CONDITIONS**

#### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this Dine On Us Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is **Chevron Renaissance Shopping Centre** ACN 603 495 030 care of Centre Management level 1, 3240 Surfers Paradise Boulevard, Surfers Paradise QLD 4217 (**Promoter**).

#### **ELIGIBILITY**

3. Claims are only open to **aged 16 years or over**.
4. Claimants under 16 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this Promotion.
5. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in **Chevron Renaissance Shopping Centre** (Participating Centre) or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, de facto 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.

#### **PROMOTION PERIOD**

6. Promotion commences at **11:00am AEST on Monday 16 September 2024 and ends at 3:00pm on Saturday 28 September 2024 (Promotional Period)**. All times throughout the Terms and Conditions will be based on AEST standard time unless otherwise advised.

#### **HOW TO CLAIM**

7. To be eligible to participate in this Promotion and claim, eligible individuals must, during the Offer Period, undertake the following steps:
  - (a) Scan the QR code to download the Chevron Renaissance App during the Offer Period at the Participating Centre.
  - (b) Fully complete the official sign-up form, including their full name, contact telephone number (optional), valid email address and their postcode of residence and submit. It is a condition of claiming the gift that claimants agree for their personal information to be added to the Participating Centre's email database and to be used in accordance with the purposes set out in these Terms and Conditions [and the Promoter's Privacy Policy](#).
  - (c) Play a game of Plinko by placing a token on the board to land

#### **REWARDS**

8. Subject to the availability of rewards in the Participating Centre as set out below, and any limits imposed on the number of rewards that can be claimed by an

individual as set out in these Terms and Conditions, each valid claim submitted to the Promotion site at the Participating Centre in accordance with these Terms and Conditions will receive one (1) reward of a **Coles Gift Card to the value of either \$20, \$10 or \$5 to redeem at a Coles Chevron Renaissance.**

9. Coles Gift Cards are not redeemable for cash and cannot be transferred or exchanged.
10. Strictly one (1) Coles Gift Card per person. Only one (1) eligible entry per person is accepted during the Promotion Period. By completing the entry method, the entrant will receive one (1) entry.
11. The total amount of rewards to be provided under this Promotion is five thousand dollars (\$5,000).

#### **LIMITS ON CLAIM**

12. Strictly one (1) Coles Gift Card per person. Only one (1) eligible entry per person is accepted during the Promotion Period. By completing the entry method, the entrant will receive one (1) entry

#### **GENERAL**

The Promoter's decision is final and no correspondence will be entered into.

13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. Incomplete, indecipherable, or illegible entries will be deemed invalid.
15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If **a/the** winner of **a/the** prize is under the age of 18 years, the prize(s) will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. If for any reason **a/the** winner does not take or claim **a/the** prize (or an element of **a/the** prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If **a/the** prize (or part of **a/the** prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
20. Prize(s), or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

21. Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments, recordings and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
22. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
23. their Content shall not contain viruses or cause injury or harm to any person or entity;
24. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
25. the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
26. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968 (Cth)* and warrant that they have the full authority to grant these rights; and
27. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
28. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
29. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
30. Entrants consent to the Promoter using the entrant'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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) subject to any written directions from a regulatory authority to modify, to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
32. Nothing in these Terms and Conditions limits, excludes or modifies 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**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) 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.

33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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: (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 prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of **a/the** prize.
34. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at <http://bit.ly/PrecisionPrivacyPolicy>. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. In addition to any use that may be outlined in the Privacy Policy, by entering this Promotion, entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.