

***'Earn 2 Learn' 2017***  
***Local School Competition***  
***Victoria Point Shopping Centre***  
***Terms & Conditions of Entry***

**Definitions**

For the purpose of these Terms and Conditions:

**"Bonus Partners"** means any partner that the promoter has selected to be a distributor of bonus points on packaging, media or with purchase of product or service, including but not limited to, Victoria Point Shopping Centre Retailers.

**"Customer"** refers to any person who presents receipts to be redeemed as points for a Participating School at Victoria Point Shopping Centre. Does not include non-retail purchases. Refer to definition below of a retail purchase.

**"Prizes"** means the prizes described in clause 1.1.12 to be awarded by the promoter in conjunction with the promotion.

**"Promoter"** means Leda Commercial Properties Pty Ltd, (the trading name Victoria Point Shopping Centre).

**"Promotion"** means 'Earn 2 Learn' 2017 Local School Competition.

**"Promotional Period"** means the duration of the campaign, from 9.30am Monday 29<sup>th</sup> May 2017 until 4.30pm Friday 23<sup>rd</sup> June 2017.

**"Participating School"** means any School which;

- A. Completes and submits a registration form, signed by an authorised School representative, to participate in this promotion and which submits the registration form before 5.30pm on Friday 26<sup>th</sup> May 2016; and
- B. Is located in our Primary, Secondary and Tertiary Trade Areas of Victoria Point Shopping Centre and
- C. Agrees to copy & distribute either electronically or in hard copy our weekly or fortnightly newsletters to all students of the School, displays promotional signage/posters and includes the tally board updates in their School newsletters whilst the promotion is running.

**"School"** means a School, which is invited to participate in this promotion by the Promoter, and meets the criteria of a "Participating School".

**"Eligible Retail Purchases"** means any Retail Purchase made at a participating retailer at Victoria Point Shopping Centre during the Promotional Period. Each Retail Purchase must be evidenced by the original transaction receipt. The following purchases are EXCLUDED for the purposes of the Promotion:

- A. A purchase of an item on lay-by or a similar scheme is deemed not to be an Eligible Purchase. Final closing payments of a lay-by however during the promotional period will be accepted.
- B. The purchase of any goods or services at the Centre that are not for personal consumption or use or are intended to be resold is deemed not to be an Eligible Purchase.
- C. Cash advances/withdrawals, account charges, government fees, interest charges, real estate purchases, medical service expenses or ATM/Bank transactions;
- D. EFTPOS transactions, except where there is a retail purchase component. This excludes additional money debited for personal use at the time of the retail purchase;
- E. Transaction receipts for travel purchases over \$5,000;
- F. Business purchases over \$5,000 or
- G. Gift Voucher Purchases, gift vouchers; or
- H. Payments for rates, gas, electricity, telephone accounts, vehicle registrations, subscriptions to health funds and/or ambulance subscriptions; or
- I. Postage, deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
- J. telephone, internet or mobile phone calling cards or credit vouchers;
- K. Lotteries and Scratchies purchases.

**"Winner" or "Winners"** means, as the context requires, the overall major prize winners of the entire campaign or the School with the most amount of points at the end of the campaign. This is then calculated by dividing the total number of points earned by the School by the number of School students in the School.

**"Weekly Customer Prize Winners"** refers to:

- A. One prize draw that will occur weekly for a period of four weeks.
- B. One customer entry for the promotion will be drawn at random.
- C. Each draw will be conducted by a representative of Lipoma Pty Ltd trading as Victoria Point Shopping Centre whose decision will be final and no correspondence will be entered into.
- D. Customers do not need to be present at the draw.
- E. Once both the Weekly Customer Prize Draw & the Weekly School Prize Draw are conducted, the entry barrel will be cleared.
- F. Proof of identification is required to collect prizes. Winners will be contacted via phone and in writing.
- G. Details of the prizes and prize values:
  - a. Week 1 Customer Draw:
    - i. Entries received from 9.30am Monday 29<sup>th</sup> May through to Sunday 4<sup>th</sup> June 2017
    - ii. Will be conducted on Monday 5<sup>th</sup> June 2017 at approximately 9am.
    - iii. The customer will receive a Prize Pack from Boost Juice & Muffin Break valued at \$50.00.
    - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
  - b. Week 2 Customer Draw:
    - i. Entries received from 9.30am Monday 5<sup>th</sup> June through to Sunday 11<sup>th</sup> June 2017
    - ii. Will be conducted on Monday 12<sup>th</sup> June 2017 at approximately 9am.
    - iii. The customer will receive a Prize Pack from Boost Juice & Muffin Break valued at \$50.00.
    - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
  - c. Week 3 Customer Draw:
    - i. Entries received from 9.30am Monday 12<sup>th</sup> June through to Sunday 18<sup>th</sup> June 2017
    - ii. Will be conducted on Monday 19<sup>th</sup> June 2017 at approximately 9am.
    - iii. The customer will receive a Prize Pack from Boost Juice & Muffin Break valued at \$50.00.
    - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
  - d. Week 4 Customer Draw:
    - i. Entries received from 9.30am Monday 19<sup>th</sup> June through to Friday 25<sup>th</sup> June 2017.
    - ii. Will be conducted on Monday 26<sup>th</sup> June at approximately 9am.
    - iii. The customer will receive a Prize Pack from Boost Juice & Muffin Break valued at \$50.00.
    - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.

**“Weekly School Prize Winners”** refers to:

- A. One prize draw that will occur weekly for a period of four weeks.
- B. One entry for the promotion will be drawn at random. The school nominated on this entry will be deemed the weekly prize winner
- C. Each draw will be conducted by a representative of Lipoma Pty Ltd trading as Victoria Point Shopping Centre whose decision will be final and no correspondence will be entered into.
- D. Representatives of each School do not need to be present at the draw.
- E. Once both the Weekly Customer Prize Draw & the Weekly School Prize Draw are conducted, the entry barrel will be cleared.
- F. Proof of identification is required to collect prizes. Winners will be contacted via phone and in writing.
- G. Details of the prizes and prize values:
  - a. Week 1 School Draw:
    - i. Entries received from 9.30am Monday 29<sup>th</sup> May through to Sunday 4<sup>th</sup> June 2017
    - ii. Will be conducted on Monday 5<sup>th</sup> June 2017 at approximately 9am.
    - iii. The School will receive a \$100 Gift Card from Ed’s PCs
    - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
  - b. Week 2 School Draw:

- i. Entries received from 9.30am Monday 5<sup>th</sup> June through to Sunday 11<sup>th</sup> June 2017
  - ii. Will be conducted on Monday 12<sup>th</sup> June 2017 at approximately 9am.
  - iii. The School will receive a \$100 Gift Card from Ed's PCs. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
- c. Week 3 School Draw:
  - i. Entries received from 9.30am Monday 12<sup>th</sup> June through to Sunday 18<sup>th</sup> June 2017
  - ii. Will be conducted on Monday 19<sup>th</sup> June 2017 at approximately 9am.
  - iii. The School will receive a \$100 Gift Card from Ed's PCs
  - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.
- d. Week 4 School Draw:
  - i. Entries received from 9.30am Monday 19<sup>th</sup> June through to Friday 23<sup>th</sup> June 2017
  - ii. Will be conducted on Monday 26<sup>th</sup> June 2017 at approximately 9am.
  - iii. The School will receive a \$100 Gift Card from Ed's PCs
  - iv. No responsibility is accepted for any variation in the value of the prize pool and Incentive Prizes.

### **DETAILS OF THE PROMOTION**

1.1 - Information on how to register and prizes form part of these terms and conditions. By registering to participate in 'Earn 2 Learn' 2017 Local School Competition, all Participating Schools and Customers accept these terms and conditions.

1.1.1 - The promotion is open to Australian Schools who qualify as a Participating School or have been invited and have registered to complete the official registration form by including: the School Name, Street Address, Post Code, Phone Number, School Representative Name, Email Address (where possible) and the Total Number of Students enrolled in the School. The authorized representative must sign the registration form in the space provided. By submitting a registration form Participating Schools accept these terms and conditions, including without limitations to, the arrangements with respect to GST as specified in 2.1.4.

1.1.2 - The promotion is open to all residents in Australia with the exception of employees of Leda Commercial Properties and their immediate families, Victoria Point Shopping Centre Retailers and their immediate families, contractors and their immediate families.

1.1.3 - The 'Earn 2 Learn' 2017 Local School Competition will commence at 9.30am Monday 29<sup>th</sup> May 2017 and close at 4.30pm on Friday 23<sup>th</sup> June 2017.

1.1.4 - All customer receipts must be redeemed for points by the Promotion close time and date. Receipts can only be presented once to redeem points for a nominated Participating School.

1.1.5 - To allocate points to a Participating School, customers must present their receipts to the Promotions Booth located near Best & Less. Each dollar spent equals one (1) point.

1.1.6 - Bonus Points can be received by:

- a) By Shopping with a PARTNER of the 'Earn 2 Learn' 2017 Local School Competition, customers will receive TWO POINTS for every ONE DOLLAR spent during the promotional period. These PARTNERS are Ed's PCs Victoria Point, Muffin Break Victoria Point, Boost Juice Victoria Point, Terry White Chemist Victoria Point, Luxe Haven, Forever Jewellery, Vodafone.

- a. For example, if a receipt value equals \$50, then the total points redeemed for the nominated Participating School is 100 points.

1.1.7 - ROUNDING - In the case that a receipt is for \$50.49 or less the total points redeemed for the nominated Participating School will be rounded down to 50 points or if the receipt value is for \$50.50 or more the total points redeemed for the nominated Participating School will be rounded up to 51 points.

1.1.8 - Retail Purchases must be made at Victoria Point Shopping Centre. Receipts will not be kept by the Promoter but will be verified and witnessed by a Victoria Point Shopping Centre representative, stamped that they have been reviewed and returned to the Customer.

The details of the purchase/s will be recorded on an entry form/s. The Customer must then complete the other details on the voucher (Name, Age, Phone, Address, Postcode, and Email). Stamped and verified receipts cannot be re-presented to redeem points for a Participating School. Customers are required to keep all Eligible Retail Purchase receipts used to redeem points until the end of the Promotional Period.

1.1.9 - Retail Purchases must be made at Victoria Point Shopping Centre, and points will be allocated to the Participating School nominated by the customer in accordance with the process outlined in clauses 1.1.4 and 1.1.5.

1.1.10 - The overall winner(s) will be determined on a point-per-student basis. This will be calculated by taking the points earned by the Participating School and dividing this number by the number of students enrolled at that School ("the School Score"). Note Pre-Schools are not used in these calculations.

1.1.11 - Results will be updated and will be on display at the Promotions Booth, located near Best & Less. Totals will be updated regularly. Weekly Tallies will be advertised in the Redland City Bulletin each Wednesday commencing on Wednesday 7<sup>th</sup> June 2017.

1.1.12 - The prize pool, as at the date of this publication of these Terms and Conditions, is \$10,000. The major prizes include:

- 1<sup>st</sup> Prize - \$5,000 Cash from Victoria Point Shopping Centre
- 2<sup>nd</sup> Prize - \$2,000 Home Makeover from Luxe Haven
- 3<sup>rd</sup> Prize - \$1,500 Computer products Ed's PCs
- 4<sup>th</sup> Prize - \$500 Cash from Terry White Chemist Victoria Point
- 5<sup>th</sup> Prize - \$500 Cash Vodafone Victoria Point

1.1.13 - All shopping receipts must be dated between the Promotional Period and must have the store/s stamp/identity clearly printed on it.

## **GENERAL**

2.1.1 - The Promoter reserves the right, in its sole discretion, to disqualify any Participating School from the Promotion, where it believes the Participating School has engaged in unsportsmanlike behaviour. Such behaviour includes, but is not limited to, soliciting for receipts within Victoria Point Shopping Centre by standing outside of store entrances and asking for receipts and/or searching through trolleys or garbage bins, presenting receipts that have previously been entered i.e. duplicate receipts, presenting forged receipts or receipts that have been materially altered or presenting receipts for goods already returned or failing to advise the Promoter to delete pre-accrued point for goods subsequently returned.

2.1.2 - Prior to disqualifying the Participating School, they will be sent a written warning letter. If the behaviour is repeated, the Participating School will be disqualified from the promotion and no further correspondence will be entered into.

2.1.3 - The Promoter reserves the right, in its sole discretion, to disqualify a Customer and all their points if they are found to have engaged in unsportsmanlike behaviour, such as but not limited to, fraudulent registration in order to receive bonus points and those behaviours as outlined in Clause 3.1.1.

2.1.4 - If the prize or benefits are subject to any tax, the winners are liable for payment of such tax. Independent financial advice should be sought.

2.1.5 - No prizes can be redeemed for cash, exchanged or altered in any way.

### **WINNERS**

3.1.1 - The respective winners of the major prizes will be contacted by telephone or mail from Victoria Point Shopping Centre, using the contact details recorded at the time of registration, within five (5) working days of the closing date of the promotion. The weekly winners of the Weekly Prizes will be notified in writing and by phone.

3.1.2 - The winners of the major prizes are then checked by a team of representatives of Victoria Point Shopping Centre that they are eligible to win under the terms and conditions. We do ask that the winning Schools submit in writing to us how they will be using the cash prize for their School.

3.1.3 - Victoria Point Shopping Centre then must confirm with the winners of the prizes that they wish to claim the prize.

3.1.4 - If the winners are unwilling or ineligible to claim their prizes or are deemed to have forfeited their prize pursuant to clause 3.1.2, the prize/s will be awarded, as the case requires to the next School, on a basis of their Schools points score.

3.1.5 - By accepting the prizes, the winners agree to participate in any publicity arrangements made by or on behalf of the Promoter in relation to this Promotion. Written consent will be obtained prior to taking such actions, with claiming the weekly Incentive Prizes. The promoter reserves the right to publicise the finalists' names, suburb and photograph through newsletters, print and electronic media and broadcasts.

3.1.6 - All prize draws will be conducted by a representative of Lipoma Pty Ltd trading as Victoria Point Shopping Centre whose decision will be final and no correspondence will be entered into.

3.1.7 - The winners do not need to be present at the draw.

3.1.8 - Proof of identification is required to collect prizes. Winners will be contacted via phone or in writing.

3.1.9 - If any winner does not claim the prize within 1 calendar month of the draw, that entry will be deemed invalid. The Promoter reserves the right to conduct such further draws on Monday 31<sup>st</sup> July 2017 at the Centre Management Office as are necessary to distribute the prizes.

3.1.10 - The gifts are offered by Victoria Point Shopping Centre in good faith and are not exchangeable or redeemable for cash.

3.1.11 - This promotion is offered in good faith and is not to give rise to any legal dispute and is binding in honour only.

3.1.12 - In case of a dispute or challenge, Centre Management's decision is final and no correspondence will be entered into.

3.1.13 - Acceptance of gift indemnifies Victoria Point Shopping Centre, its retailers, managers and agents of any responsibility.

3.1.14 - The Promoter will not be responsible for delayed, lost or misdirected mail or any other communication.

3.1.15 - To the extent permissible by law, Participating Schools and Customers release the Promoter from any causes of action, loss, liability, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred, as a result of;

- a) taking the prize/s
- b) a mistake in the calculation of any Winners (which includes human error and computer malfunction)

3.1.16 - The Promoter's decision in relation to all aspects of the Promotion are final and binding and no correspondence will be entered into.

3.1.17 - The Promoter reserves the rights to cancel the Promotion at anytime.

#### **PRIVACY STATEMENT**

4.1 - The personal information you have provided to 'Leda Commercial Property Pty Ltd' (trading name Victoria Point Shopping Centre) by completing the relevant paperwork including registration forms will be used for the purpose of entry into 'Earn 2 Learn' 2017 Local School Competition only. Your privacy is respected by Leda Commercial Properties and your personal information will not be disclosed to or used by any third parties without your consent. Please note we are required to keep this information for a period of three months in accordance with QLD gaming regulations, after which time the forms will be destroyed.

*Please note: All information was correct at the time of printing and is subject to change without notice.*