



Terms and Conditions **SCHEDULE**

**Competition name**

Share the Joy

**Promoter**

The Promoter is Austin Property Development Pty Ltd trading as Hope Island Marketplace, 99-103 Broadwater Avenue, QLD, 4212, Australia.

**Valid Participating Retailers**

All Hope Island Marketplace Retailers

**Competition Period**

6:00 AM AEST Monday 25 November 2024 to 11:59PM AEST Monday 16 December 2024.  
14 Days in total.

**How to enter**

To enter the Competition, each entrant must, during the Competition Period:

- Spend fifty dollars (\$50.00) or more, in a single transaction at Hope Island Marketplace Retailers.
- Snap photo of purchase receipt totalling fifty dollars (\$50.00) or more and uploaded to entry form along with other entry information.

**Are multiple entries permitted?**

Yes, if purchase reaches qualifying amount in single transaction from participating retailers.

**Receipt of entries**

The time each entry is received will be the time each entry is recorded. Entries received before or after the Promotional Period will not be accepted as entry into the Promotion.

**Prize(s)**

- Alive Body Christmas Bundle valued at \$125.00
- Peppermint Grove Soy Candle 370g valued at \$44.95
- Peppermint Grove Mini Diffuser Bon-Bon 100ml and toiletries case valued at \$44.95
- Peppermint Grove Mini Candle Bon-Bon 660g and Bath Salts valued at \$35.90
- Wellness Pack – two pairs of Pilates socks, Archies slides and stretching bands valued at \$100
- Recovery Pack - two Foam Roller and recovery heat packs, 20% off voucher valued by \$100.00

- Dr Tanya 3 piece Skincare Bundle valued at \$200.00
- \$150 Dr Tanya Voucher
- GHD Hair Straightener valued at \$270.00
- Christmas Olaplex Bundle valued at \$135.00
- \$300 Epic Hair Voucher
- 2 x \$50 Crooners & Blues Voucher
- Proud Smile Teeth Whitening Package and gift pack valued at \$350.00
- Wonderful Massage 1 Hour Massage Voucher valued at \$85.00
- Wireless Earphones valued at \$89.99
- Bluetooth Speaker valued at \$89.99
- Handbag & Necklace valued at \$100.00
- \$100 Callia Boutique Voucher
- \$100 Osha Voucher
- 5 x \$20 Sushi Hub Voucher
- 10 x 4 Pack of Doughed Doughnuts valued at \$200

**Total number of Prizes**

Thirty-Five (35) Total Prizes

**Total Prize Pool**

\$2,720.78

**Collection of Prize**

Winners are required to collect their prize from the retailer store the prize is from. Winners will be notified of the store on 18 December.

**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, 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 to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

**PART B - PRIVACY**

5. The Winners acknowledge and agree that the Promoter may publish or cause to be published the Winner's names and locality in any media as required.
6. If a Winner accepts the applicable Prize, the Winner agrees to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoters and their agents, and the Promoters reserve the right to use the Winner's name and photograph for marketing and publicity purposes in any media for an unlimited period without remuneration or compensation.
7. By entering the Promotion, each entrant consents to the disclosure of personal information they have submitted in entering the Promotion or in connection with claiming a Prize to Hope Island Marketplace my personal information disclosed to can be added to and used for databases and future mail outs or emails of a promotional nature only.
8. All entries and any copyright subsisting in the entries become and remain the property of the Promoters.
9. By participating in the Promotion, each entrant acknowledges and agrees that the Promoters collect personal information about entrants for the purposes of including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion.
10. Entrants can gain access to, update or correct any personal information by contacting the Promoter. All personal information will be stored at the offices of the Promoters. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoters or by visiting <https://www.cbre.com.au/about/australia-privacy-policy>. The privacy statement may be updated from time to time. Entrants can request to be unsubscribed or removed from any database at any time by contacting the Promoters.

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

11. Entry is only available to residents of Queensland, Australia.
12. Entrants under the age of 18 years, must seek permission 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.
13. Management and employees of Hope Island Marketplace and their immediate families; staff of sponsors of the Promotion; tenants in Hope Island Marketplace and their immediate families; and the proprietors and staff of companies involved in the production, publishing and administration of this Promotion. Immediate families mean parents, siblings, spouse and children. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
14. The Promoter reserves the right, at any time and in their sole discretion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process, or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. Entrants can only enter in their own name. The Promoter reserves the right to request the Winner to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction at their sole discretion) in order to confirm a Winner's identity, age, residential or email address, eligibility to enter and claim a Prize and any information submitted by the Winner in entering the Promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or their nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.

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

16. To enter, each entrant must comply with the 'How to Enter' conditions.
17. Entrants can submit multiple entries, however each entry must be unique and submitted separately.
18. An entry cannot be modified after it has been submitted.
19. Purchases from partial lay-bys, gift voucher/card purchases, postal services, prescription purchases, interest free purchase payments, eftpos and ATM receipts, purchase of tobacco, alcohol, fuel, Lotto or TAB, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, doctors and phone bills) are ineligible to receive a prize.
20. 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.
21. 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.
22. The eligibility of entries is solely within the discretion of the Promoter.
23. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

## **PART E - PRIZES**

24. The Prizes are not transferable, refundable, exchangeable or redeemable for cash or kind and must be taken as offered and are subject to terms and conditions.
25. 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.
26. Once a Prize has left the Promoter's premises and handed to the winner, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
27. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
28. A winner's use of the Prize is entirely at their own risk.
29. Before a Prize is awarded, the 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.
30. The Promoter (including related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.

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

31. The Competition is a sweepstakes defined as 'a promotional drawing in which prizes are given away at no charge to the participants'. Winners are selected at random.

32. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
33. The Judges' decision is final and binding and no correspondence with entrants or any other person will be entered into.

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

34. 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.
35. 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.
36. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.
37. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.
38. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the Prize.
39. This Promotion is not valid in conjunction with any other offer.

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

40. 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.
41. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

#### **PART I – NO LIABILITY**

42. The Promoter (including related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.
43. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
44. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoters.
45. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.
46. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.
47. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the Prize.
48. This Promotion is not valid in conjunction with any other offer.
49. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
50. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
51. Any attempt to cause malicious damage or interference with the Website or app, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

52. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
53. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.

#### **PART J - TERMINATION OF COMPETITION**

54. 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

#### **FURTHER INFORMATION**

For further information regarding the terms and conditions, please contact CBRE Marketing via email [Sonia.ciampi@cbre.com](mailto:Sonia.ciampi@cbre.com)