

**TOWNSVILLE SHOPPING CENTRE  
SANTA'S MAILBOX**

**TERMS AND CONDITIONS**

1. Information on this promotion form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion begins at 9am Monday 11 November 2024 and closes at 6.00pm on Tuesday 17 December 2024.
3. To be eligible, individuals must complete the following steps during the Promotional Period:
  - Place a letter, postcard or drawing to Santa in Santa's Mailbox behind Santa Photos and include a legible return mailing address.
4. Participation in this promotion constitutes agreement to sign up to receive marketing material from Townsville Shopping Centre. Participants may unsubscribe at any time without impacting eligibility for this promotion.
5. The Promoters reserve 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 individual who the Promoters have reason to believe has breached any of these 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 may be accepted at the Promoters discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
6. 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.
7. All entries where the return mailing address is legible, will receive a personalised return letter from Santa via post.
8. The Promoter's decision is final, and no correspondence will be entered into.
9. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in its sole discretion, to the

fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

10. This Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.
11. 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) excludes 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.
12. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for and excludes 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 Promoters' control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) use of/taking of a prize.
13. The Promoters collect personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.townsvilleshoppingcentre.com.au/privacy-policy>.
14. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoters. Unless otherwise indicated by the Promoters, the Promoters may disclose PI to entities outside of Australia (for a list of

the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoters are not liable in this regard.

15. The Promoters are ABN Haben Property Fund Ltd 89 139 914 775, Townsville Shopping Centre, 310-330 Ross River Rd, Aitkenvale QLD 4814.