



BROOKSIDE SHOPPING CENTRE "WEBSITE COMPETITION" TERMS AND CONDITIONS

1. These official rules ("**Rules**") apply to the Website Competition promotion ("**Promotion**") conducted by the Promoter for Brookside Shopping Centre ("**Centre**").
2. Information on how to enter forms part of the Rules. The Promoter may, at any time, amend, add to or delete any of the Rules.
3. Entry is deemed as acceptance of the Rules including any changes made by the Promoter, even if the entry is before the publication of any changes of these Rules.
4. The Promotion commences at 8.30am, Monday 1 February 2010 and ends at 6.00pm, Sunday 28 February 2010 ("**Promotion Period**").

Eligibility

5. The Promoter, Retail First Pty Ltd, retailers/tenants of the Centre and their respective officeholders, employees, agents, contractors, and their immediate families (including those living with such officeholders, employees, agents and contractors) are not eligible to enter the Promotion.
6. An individual who is registered to receive information from Brookside prior to 1 February 2010 is not eligible to enter the Promotion.
7. An individual must be at least 18 years of age at the time of entry into the Promotion.
8. An individual may only enter the Promotion once.

Prize Draw

9. To enter the Draw and be eligible to win the Prize, an individual must complete and submit the registration form ("**Registration Form**") on the website during the Promotion Period.
10. A "**Valid Entry**" consists of one fully completed Registration Form, which includes a legitimate email address.
11. On submission of a Valid Entry in accordance with Rules 9 and 10, an individual becomes an Entrant and is eligible to win a Prize (see Rule 16).
12. Neither the Promoter nor any person representing the Promoter will have any obligation to ensure that information on the Registration Form is accurate. The Promoter may deem an Registration Form that is incomplete or indecipherable to not be a Valid Entry.

Draw

13. The Draw will take place at 4.00pm on Monday 1 March 2010 at Centre Management ("**Draw**").
14. The Draw will be made by an official representative of the Promoter who will randomly select a Registration Form. The first Valid Entry selected is the winner of the Prize (The "**Winner**").
15. An Entrant does not need to be present at the Draw to be declared a Winner. All Winners will be notified by the Promoter by a telephone call to the telephone number listed by the Entrant on the Registration Form.

Prizes

16. The total prize pool for the Draw is (at prices applicable as at January 2010 and subject to variation) AUD \$499.00 comprising of:
 - (a) 1 x Stamford Plaza Brisbane Lazy Daze Gift Voucher valued at \$499.00 ("**Prize**");
17. The Prize comprises of one weekend night accommodation in a Superior King room with guaranteed river view, bottle of wine or six pack of premium beer, two personally embroidered 'Happy Coats', three course candlelit meal served in your room, two Maginet in-room movies and a bowl of popcorn, 30 minute in-room massage for two, commemorative photo on CD, complimentary use of the gymnasium, sauna, pool and spa, complimentary newspaper and late check out at 1.00pm, at the Stamford Plaza Brisbane.
18. The Prize will be valid for six months from draw date of Monday 1 March 2010.
19. Use of the Prize must also adhere to all terms and conditions set by Stamford Plaza Brisbane.
20. The Winner must organise their own travel to and from the Prize venue.

**BROOKSIDE SHOPPING CENTRE “VIP CHRISTMAS SHOPPING NIGHT GIVEAWAY”
TERMS AND CONDITIONS (continued)**

21. The Winner must claim their Prize (preferably by prior appointment with the Promoter) at the Centre Management Office of the Centre by 31 March 2010.
22. The Prize is not transferable or exchangeable and cannot be taken as cash.
23. The value of the Prize is accurate as at the commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date. If for any reason a Prize is not available, the Promoter reserves the right to substitute another item for it, in its sole discretion, of equal or higher value.
24. The Promoter will give the Prize within the time periods prescribed by the *Charitable and Non-Profit Gaming Act 1999*. If a prize is unclaimed, it will be dealt with as directed by the Queensland Office of Gaming Regulation in accordance with the *Charitable and Non-Profit Gaming Act 1999*.
25. The Promoter is not required to give a Prize to a Winner if the Promoter reasonably believes that the person claiming the Prize is not the Winner. Before giving a Prize, the Promoter may ask the person claiming the Prize to provide proof of the person’s identity and age.

General

26. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion.
27. The Promoter’s decision in respect of all aspects of the Promotion is final and binding on all participating individuals and no correspondence will be entered into.
28. The Promoter will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising from any person’s negligence) in connection with the Promotion, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The Winner is responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the Promotion or receipt of a Gift Voucher. If participation in the Promotion involves a taxable supply being made, then the Winner is responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
30. The collection, use and disclosure of personal information in connection with the Promotion is governed by the Promoter’s privacy notice, (which is available from the Promoter) and these Rules. To change or modify personal details on the Promoter’s records, please contact the Promoter.
31. By lodging a Registration Form, all Entrants consent to their personal information being entered onto a database, which may be made available to the Promoter for marketing purposes relating to the promotion of the Centre and retailers located in the Centre.
32. All Entrants agree to have their name and photograph used for advertising purposes and/or take part in promotional activities including, without limitation, being interviewed by television, radio and/or other mediums for public broadcast.
33. The Promoter is Yu Feng Pty Ltd (ACN 056 974 844) as Trustee and Yuan Chieh Pty Ltd (ACN 067 120 370) trading as Brookside Shopping Centre, 159 Osborne Road, Mitchelton Qld 4053.
34. Yu Feng Pty Ltd (ACN 056 974 844) enters into this Promotion only in its capacity as trustee of the Fu Family Trust (“the Trust”) and in no other capacity. A liability of the Promoter arising under or in connection with this Promotion is limited to the amount the Promoter actually receives in the exercise of its right of indemnity from the property of the Trust.
35. The Promoter may not be sued in any capacity other than as the trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Promoter or prove in any liquidation, administrator or any similar person to the Promoter or prove in any liquidation, administration or arrangement of or affecting the Promoter (except in relation to property of the Trust).