"40th Birthday Gift with Purhase"

COMPETITION TERMS AND CONDITIONS

1. These official rules ("**Rules**") apply to the "40th Birthday Gift with Purchase" competition ("**Promotion**") conducted by YFG Shopping Centres Pty Ltd (ACN 056 974 844 as trustee for the Fu Family Trust) c/- Retail First Pty Ltd, Cnr Mains Road and McCullough Street, Sunnybank, Queensland 4109 ("**Promoter**") for Toowong Village Shopping Centre ("**Centre**").
2. Information on how to enter forms part of these Rules. The Promoter may, at any time, amend, add to or delete any of these Rules.
3. Entry is deemed acceptance of these Rules including any changes made by the Promoter, even if the entry is before the publication of any changes to these Rules.
4. The Promotion commences at 9:00am on Monday 9 November 2026 and ends at 5.00pm on Friday 13 November 2026 or when Gifts have been exhausted if that is earlier ("**Promotion Period**").

Eligibility

5. To be eligible to enter the Promotion (and so be an "**Participant**") an individual must be a Queensland resident aged 18 or over and must make an Eligible Transaction.

Eligible Transaction

6. An "**Eligible Transaction**" is a purchase from a Participating Store made during the Promotion Period:
   (a) of any goods or services, but these must not be:
      (i) Tobacco Products; or
      (ii) Gaming Products; or
      (iii) Gift Cards; or
      (iv) goods purchased pursuant to a prescription; or
      (v) deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
      (vi) currency exchange; or
      (vii) telephone, internet or mobile phone calling cards or credit cards; or
      (viii) payments for registrations (e.g. motor vehicle registration), payments for services (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates and subscriptions;
      (ix) products that have been returned for a refund,
   (b) which is valued at:
      (i) $40 or more where the Participating Store is a Specialty Store.
7. A purchase of an item on lay-by will be deemed to be one Eligible Transaction only upon completion of the lay-by, if the purchase otherwise would qualify as an Eligible Transaction. To remove any doubt, the final lay-by instalment payment must be made during the Promotion Period.
8. A "**Tobacco Product**" includes:
   (a) tobacco (in any form); or

(b) any product (for example a cigar or cigarette):

(i) that contains tobacco as its main or a substantial ingredient; and

(ii) that is designed or intended for human consumption or use; and

(iii) that is not included in the Australian Register of Therapeutic Goods maintained under the *Therapeutic Goods Act 1989 (Cth)*; or

(c) a cigarette paper, cigarette roller or pipe.

9. A "**Gaming Product**" includes:

(a) a lottery ticket under the *Lotteries Act 1997 (Qld)*;

(b) a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or

(c) a voucher or other acknowledgement for playing:

(i) a game under the *Casino Control Act 1982 (Qld)*;

(ii) a gaming machine under the *Gaming Machine Act 1991 (Qld*); or

(iii) an approved keno game under the *Keno Act 1996 (Qld)*;

(d) a ticket or other acknowledgement for a bet under the *Wagering Act 1998 (Qld)*.

10. A "**Gift Card**" is a card that is exchangeable for goods and services from a Participating Store.

11. A "**Participating Store**" refers all retailers in the Centre who are participating in the Promotion, including any store operated by the Promoter as at the commencement of the Promotion Period or a store which may open and commence trade during the Promotion Period.

12. A "**Major Store**" is Coles, Woolworths, Kmart or TK Maxx.

13. A "**Specialty Store**" is a Participating Store that is not a Major Store.

14. An Eligible Transaction must be evidenced by an original official receipt from a Participating Store that is clearly marked with the date of purchase, the amount of the purchase and the store or business trading name ("**Valid Receipt**").

15. For the avoidance of doubt, an individual will only be entitled to claim one Gift for each Valid Receipt.

16. The Promoter's officeholders, employees, agents, contractors, and their Immediate Family Members are not eligible to enter the Promotion. An "**Immediate Family Member**" means any spouse, child, defacto or any other family member residing at the same premises as that person.

17. An individual may enter the Promotion as many times as they wish, provided these Rules are complied with.

Entry

18. Subject to availability (while stocks last), a Participant will be entitled to claim one Gift per day for an Eligible Transaction.

19. To claim a Gift a Participant must present a Valid Receipt for an Eligible Transaction to the Customer Service Desk located on Ground Level during the Promotion Period, which will be staffed during the stated hours or until stock runs out. The Participant must then fill out the required details on the online form and show the staff it is completed.

20. By accepting a Gift a Participant agrees to these terms and conditions.

21. The Promoter and/or a Participating Store has the right to refuse to accept a Valid Receipt and to provide a Gift if:

(a) the maximum daily number of Gifts (as stated in Rule 24) has already been claimed on the relevant day;

(b) the total amount of Gifts for this Promotion (as stated in Rule 22) has already been claimed; or

(c) they believe that an individual who is presenting a Valid Receipt was not the individual who entered into the Eligible Transaction evidenced by the Valid Receipt; or

(d) they believe that an individual who is presenting a Valid Receipt has already obtained a Gift for the same Eligible Transaction evidenced by the Valid Receipt;

OR

(e) they believe that an individual who is presenting a Valid Receipt has already obtained a Gift for the same or another Eligible Transaction on the same day (ie limited to one gift per person per day).

Gifts

22. The total amount of Gifts for this Promotion is 500.

23. Each Gift is a limited-edition jute shopping bag, with an recommended retail value of $20.

24. A maximum of 100 Gifts are available each day during the Promotion Period.

25. No representations of availability are given by the Promoter and/or Participating Retailers that a Gift will be available to be claimed if an Eligible Transaction is made as this will depend if the maximum number of Gifts has already been claimed or not.

26. If the Gift is unavailable, due to circumstances outside its control, then the Promoter, in its discretion, reserves the right to substitute that Gift with a similar Gift of equal value.

27. The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of the Gift.

General

28. The Gift is not transferrable or exchangeable.

29. In the event of war, terrorism, state of emergency or disaster, or to comply with any Federal or State government pandemic directions or COVID Safe plan, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion.

30. 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.

31. 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 and/or any aspect of the Gift, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

32. All participating individuals are 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 the Gift (if any). If participation in the Promotion or receipt of the Gift involves a taxable supply being made, then the participating individual 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.

33. The collection, use and disclosure of personal information in connection with the Promotion is governed by the Promoter's privacy policy (which is available from the Promoter) and these Rules. To change or modify personal details on the Promoter's records, please contact the Promoter.

34. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any Participant or other person, subject to applicable laws.

35. The Promoter may use the personal information to assist the Promoter in improving goods and services provided to customers of the Centre and to contact the Participants in the future with information on special offers or to provide Participants with marketing materials via any medium including (without limitation) email, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant

Messaging) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the Participant with special offers. By entering the Promotion, an Participant agrees that the Promoter may use the Participant's personal information in this manner. Participants may opt out by clicking on the "unsubscribe" link in the email or as set out in the relevant email, SMS or MMS.

36. The Promoter reserves the rights, trademarks and copyrights of the Promotion and all artwork, images and print copy associated with the Promotion.

37. The Promotion is being run and conducted solely by the Promoter for the Promoter's benefit.

38. YFG Shopping Centres 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 YFG Shopping Centres Pty Ltd (ACN 056 974 844) arising under or in connection with this Promotion is limited to the amount YFG Shopping Centres Pty Ltd (ACN 056 974 844) actually receives in the exercise of its right of indemnity from the property of the Trust.

39. YFG Shopping Centres Pty Ltd (ACN 056 974 844) 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 YFG Shopping Centres Pty Ltd (ACN 056 974 844) or prove in any liquidation, administration or arrangement of or affecting YFG Shopping Centres Pty Ltd (ACN 056 974 844) (except in relation to property of the Trust).