

# Better Schools

## Terms and conditions of entry

### Group F

#### 1. Details of the promotion

- 1.1 Information on how to enter and prizes forms part of these Terms and Conditions. Participation in the Better Schools promotion ("Promotion") is deemed acceptance of these Terms and Conditions.
- 1.2 The promoter of this Promotion is Colonial First State Property Management Pty Ltd (ABN 96 101 504 045) of 1341 Dandenong Road, Chadstone VIC 3148. Telephone: 03 9936 1222 ('Promoter').
- 1.3 Entry is only open to Australian residents. Officers, management and employees (and their immediate families) of the Promoter, the Promoter's associated companies and contractors, participating retailers and agencies associated with this Promotion are ineligible to enter.
- 1.4 The Promotion commences at 9am on 17 May 2010 & ends at close of business 27 June 2010 ("Promotional Period").
- 1.5 This Promotion is being run at the following shopping centres NSW: **Ballina Fair Shopping Centre** (Cnr Kerr & Fox Streets, Ballina NSW 2478); **Lake Haven Shopping Centre** (Lake Haven Drive, Lake Haven NSW 2263); **Salamander Bay Shopping Centre** (2 Town Centre Circuit Salamander Bay NSW 2317), **Entertainment Quarter** (Building 220, 122 Lang Rd Moore Park, NSW 2021); QLD: **Clifford Gardens Shopping Centre** (Corner James St and Anzac Ave Toowoomba Clifford Gardens Qld 4350); **Mt Pleasant Shopping Centre** (Cnr Bucasia Road and Phillip Street, North Mackay QLD 4740); **Beenleigh Shopping Centre** (114-118 George Street, Beenleigh QLD 4207); VIC: **Brimbank Central Shopping Centre** (Cnr Neale & Station Roads Deer Park VIC 3023 ); **Altona Gate Shopping Centre** (124 - 134 Millers Road Altona North VIC 3025); **Corio Shopping Centre** (Bacchus Marsh Road (Cnr Purnell Road), Corio VIC 3214); **Bendigo Marketplace Shopping Centre** (37 Garsed Street, Bendigo Vic 3550); **Rosebud Plaza Shopping Centre** (Cnr Boneo Road and McCombe Street, Rosebud Vic 3939); SA, **Castle Plaza Shopping Centre** (992 South Road, Edwardstown SA 5039); TAS: **Northgate Shopping Centre** (387-393 Main Road Glenorchy TAS 7010), **Eastlands Shopping Centre** (Bligh Street Rosny Park TAS 7018) ("Participating Centre")
- 1.6 Primary Schools who have been invited and have agreed to the terms and conditions of the Promotion may be eligible to win prizes. ("Participating School"). Schools may continue to enter the promotion throughout the promotional period. To enter this promotion the school principal must agree to these terms and conditions.

#### 2. Points Allocation

- 2.1 Any customer of a Participating Centre will be entitled to receive one point for every dollar or part thereof spent on Eligible receipts during the Promotional Period. The value of the receipt is added to the tally of the Participating School nominated by the customer. (every dollar or part thereof equals one point).
- 2.2 "Eligible receipts" means a retail purchase made at a participating Centre (or otherwise allowed via the terms and conditions) during the Promotion Period in respect of which points are allocated. Each retail purchase must be evidenced by the original transaction receipt. The following retail purchases are excluded for the purposes of the Promotion:
  - Cash advances/withdrawals, account charges, government fees, interest charges, real estate purchases, bill payments, medical service expenses, or ATM/Bank transactions;
  - Lay-by payments, except where the amount paid completes the transaction;
  - Transactions from any banking or financial institution, insurance company or government entity including Medicare
- 2.3 To be eligible to nominate the school to receive points a customer must tender their receipts in one of the following manners:
  - Visit the customer service desk or centre management office in-centre during trading hours, have their receipt verified with a stamp by a Shopping Centre Representative and returned to the Customer
  - Drop the receipts into a quick drop box located in-centre and/or at each participating school.
- 2.4 Each Customer is responsible for ensuring that the correct school is nominated when tendering receipts.
- 2.5 Only receipts dated within the promotional period will be eligible for nominations, receipts may only be redeemed once.
- 2.6 Incomplete, indecipherable, or illegible nominations will be deemed invalid.
- 2.7 The Centre reserves the right to refuse to accept sceptical receipts and all submissions will be scrutinised to ensure the promotion is fair to all participants. The Centre's decision is final and no correspondence will be entered into.

#### 3. Bonus Points

- 3.1 A limit of one (1) point per dollar or part thereof will be awarded to customers during the promotional period, except in the case that:
  - (i) double points will be awarded for each dollar spent and represented in receipt from selected fresh food store(s) nominated by the Promoter (as specified in the retail store(s)); and
  - (ii) double points will be awarded for each dollar spent and represented in receipt from selected stores(s) nominated by the Promoter (as specified in the retail store(s)); and
  - (iii) double points will be awarded for every each dollar spent and represented in receipt from all participating stores on each Tuesday (receipt must show the date) during the promotional period;
  - (iv) double points will be awarded for presentation of an online voucher to customer services at the time of presenting receipts. offer terms and conditions apply, offer is valid on the dates listed on the offer, one online voucher per person per day.
  - (v) A maximum of 4 points can be awarded for every dollar spent.

#### 4. Prizes

- 4.1 The total prize pool is worth approximately \$122,500 as detailed below.

#### 4.2 National Prize

The national prize is a Canteen Rescue which includes the following (Australian dollars only)

- Nu Energy Solar will provide an assessment of the winning school and full installation of one (1) Solar Photovoltaic (PV) systems of up to 2kW in size. This includes up to 11 x 190W QSE solar panels (2090W in total) with a SMA Sunnyboy 2500W inverter, with a total package value at approximately \$12,500
- Energy Efficient appliances (including but not limited to) refrigerator, microwave, oven and freezer from Harvey Norman Caringbah NSW with a total recommended retail price of \$10,000
- Educational consultant from a Children's Food Education Foundation ambassador to provide their expertise in menu planning (including one visit to the winning school) valued at \$3,000
- \$2500 worth of Method cleaning product including but not limited to dish liquid, hand wash, and wipes

- A total of \$15,000 awarded in the form of the cheque made out to the winning school. This money is to assist in the running and the staffing of the canteen unless agreed otherwise
- 4.2.1 The school with the highest amount of points per student across all participating centres is deemed the winner and awarded the national prize. This means the total number of points divided by the number of students enrolled at the school. The total number of points will be determined based on the receipts tendered to Participating Centres and collected from Participating Schools.
- 4.2.2 In the unlikely event of a tie, the school which has the highest amount of points per student and the most receipts from fresh food retailers will be deemed the winner.
- 4.2.3 The winner will be announced on Tuesday 6 July 2010 and will be contacted by telephone and mail and published in The Australian on Wednesday 14 July 2010
- 4.2.4 The Prize will be presented to the winning school on a date agreed upon by Centre Management and the winner within 2 months of the prize being announced.
- 4.2.5 All items included in the national prize as listed above must be delivered or installed prior to 31<sup>st</sup> December 2010 or an alternate date agreed to by the winning school and prize suppliers. It is the responsibility of the winning school to collect and make arrangements for installation and enter into any relevant contracts with the prize suppliers
- 4.2.6 It is a condition of accepting the prize that the winning school agree to sign over the renewable energy certificates associated with the solar system supplied as part of that prize to Nu Energy Pty Ltd once installed
- 4.3 Local Prize  
The school with the most points total points divided by the number of students enrolled) at each Participating Centre will win a local prize awarded in the form of a cheque made out to the winning school, unless otherwise specified. There are three (3) prizes to be won at each Participating Centre:
  - 1<sup>st</sup> Prize - AUD\$2,000 cash
  - 2<sup>nd</sup> Prize - AUD\$1,000 cash
  - 3<sup>rd</sup> Prize - AUD\$500 cash
- 4.3.1 The winners will be announced on Monday 5 July 2010 and will be contacted by telephone and mail and published in The Australian on Wednesday 14 July 2010
- 4.4 Best Weekly Prizes  
Each Tuesday during the Promotional Period a school at each Participating Centre will win a 'best weekly performer' prize. A panel of judges will determine which school from each centre has preformed the best for that week. It is up to the judges' discretion who receives this award and no correspondence will be entered into. The "Best weekly Performing School" may only be won once by a Participating School during the Promotional Period. The prize is from a local centre retailer to the value of \$300 approximately.
- 4.4.1 The winners will be announced each Tuesday during the Promotional Period and will be contacted by telephone and mail and published on the Participating Centre website.
- 4.5 Any ancillary costs associated with redeeming the prize are not included.
- 4.6 If for any reason a winner does not want the Prize or an element of the Prize by the time stipulated by the Promoter, then the Prize or that element of the Prize will be forfeited.
- 4.7 If any Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.8 Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 4.9 It is a condition of accepting the Prize, that winners consent to the Promoter or Participating Centres using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products or services, distributed and/or supplied by the Promoter or the Participating Centres.
- 4.10 The Promoters decision is final and conclusive and no correspondence will be entered into.
- 5. The prize is non-transferable and cannot be redeemed for cash.
- 6. By entering the competition, a Participating School and customer each releases and indemnifies the Promoter from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 7. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize.
- 8. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Collecting the Prize is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, and research and profiling purposes, including sending electronic or mail messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.