

Competition Terms & Conditions

All states and territories except for NT and Tasmania

BEAR-Y BIG GIVEAWAY AT EARLVILLE SHOPPING TOWN

Competition name	BEAR-Y BIG GIVEAWAY
Promoter	The Promoter is Fawkner Property Ltd (Earlville Shopping Town) c/o CBRE Pty Ltd - Retail Property Management 1 Eagle Street, Brisbane QLD 4001.
Competition Period	9:00am AEST Saturday, 23 May 2026 to 00:00am AEST Saturday, 30 May 2026. Total 8 Days.
How to enter	<p>To enter the Competition, each entrant must, during the Competition Period:</p> <ul style="list-style-type: none">a. Like, Comment and Tag the Bear-y Big Giveaway Post on Facebook.c. Follow Earlville Shopping Town and Charlotte's House Early Learning on Facebook.
Are multiple entries permitted?	Yes
Prize(s)	There are three (3) prize winners in total. Prize 1 is one (1) Jellycat - Bartholomew Bear and fifty dollar (\$50) Earlville Shopping Town gift card. Prize 2 is one (1) Jellycat – Bashful Luxe Bunny Numbus and fifty dollar (\$50) Earlville Shopping Town gift card. Prize 3 is one (1) Jellycat – Budgeby Parrot and fifty dollar (\$50) Earlville Shopping Town gift card. Total prize pack valued at \$129.95. Prize terms and conditions apply.
Total number of Prizes	There are three (3) prizes to be won as part of the giveaway.
Total Prize Pool	\$389.85 Total Prize Pool Value
Determining the winner(s)	This competition is a game of chance. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion.

- a. Within the Promotion Period;
- b. In the strict manner specified in these terms and conditions;
- c. By the method specified in these terms and conditions for the Promotion; and
- d. Relying on a photo taken and commented on the pinned Facebook post, dated within the Promotion Period.

Notifying winners

The Winners of prizes will be notified on Facebook via direct message on Monday, 1 June 2026, 4:00pm AEST.

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 Winner acknowledges and agrees that the Promoter may publish or cause to be published the Winner's name 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 Promoter, and the Promoter reserves 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 the Promoter. Any personal information disclosed to the Promoter and the Facilitator can be added to and used for databases and future mail outs or

emails of a promotional nature only by the Promoter and the Facilitator and their affiliates.

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. Entrants must contact the Promoter to access, update or correct any personal information. All personal information will be stored at the offices of the Promoter. 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.

10A. The Promoter may disclose the Entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. Personal information collected from Entrants will be disclosed to the Promoter's database.

PART C - WHO CAN ENTER THE COMPETITION

11. Entry is only available to residents of Australia aged 18 years of age or older (participant) are eligible for the Competition.
12. The following person(s) are ineligible to enter the Competition:

- (a) employees of:
 - (i) the Participating Retailer (as defined in paragraph 3 below) within the Participating Centre
 - (ii) the Promoter;
 - (iii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors.

This paragraph 3(a)(i) does not preclude an employee from entering into the Competition with respect to Eligible Purchases from a Participating Retailer of which they are not employed; or

- (b) members of the Immediate Families of the employees referred to at paragraph 3(a). This paragraph 3 (b) does not preclude members of the Immediate Family of the employees referred to at paragraph 3(a)(i) from entering into the Competition with respect to Eligible Purchases from a Participating Retailer of which the Immediate Family member is not employed.

Immediate Family means any of: a spouse or domestic partner, ex-spouse or ex-domestic

partner, defacto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

13. 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, place of residence and employer information) 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.
14. 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

15. To enter, each entrant must comply with the 'How to Enter' conditions.
16. Entrants can submit multiple entries.
17. An entry cannot be modified after it has been submitted.
18. 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.
19. 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.
20. The eligibility of entries is solely within the discretion of the Promoter.
21. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E - PRIZES

22. 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.

23. 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.
24. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
25. A winner's use of the Prize is entirely at their own risk.
26. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter and the Facilitator against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.
27. The Promoter (including related entities) and their 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

28. This competition is a game of chance. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion.
 - a. Within the Promotion Period;
 - b. In the strict manner specified in these terms and conditions;
 - c. By the method specified in these terms and conditions for the Promotion; and
 - d. Relying on an entry dated within the Promotion Period.
29. Skill plays no part in determining the winner.
30. The entry(ies) must be dated on the same day between the Promotion Period of 23 May 2026 to 30 May 2026 (inclusive). Entries outside of these dates will not be accepted.
31. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
32. The Judges' decision is final and binding and no correspondence with entrants or any other person will be entered into.
33. The Winners of the prize will be notified on 1 June 2026.

PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)

34. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.
35. The Promoter reserves the right to request the winner 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.

40. The Promoter accepts no responsibility or liability for any delay or failure by the third party to book the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.

41. All expenses outside of the stated Prize are at the cost and are the responsibility of the winner. For clarity, the winner may have to expend money in order to claim and use the Prize.

PART H - UNCLAIMED PRIZES

42. 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.

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

PART I – NO LIABILITY

44. The Promoter (including related entities) and their 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.

45. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.

46. 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.

47. 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.

48. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.

49. 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.

50. This Promotion is not valid in conjunction with any other offer.

51. 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.

52. 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.

53. 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.

54. The Promoter, and 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

55. 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