



## A TIME TO WIN \$10,000 SHOPPING SPREE

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “A Time To Win \$10,000 Shopping Spree” (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Australian Eastern Standard time.

#### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to NSW residents aged 18 years or over.
3. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Warrawong Plaza Shopping Centre or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

#### PROMOTION PERIOD

4. This Promotion commences on 14/11/2020 and ends at 11.59pm AEDST on 24/12/2020 (“Promotion Period”).

#### HOW TO ENTER

5. The Promotion will be conducted at Warrawong Plaza 43 – 65 Cowper Street, Warrawong NSW 2502 (“Participating Centre”). “Participating Retailers” mean any retailers within the Participating Centre, except for any Excluded Retailer. An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in clause 7 below.

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

(a) Spend \$50 or more in any single day during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction (“Qualifying Spend”). For clarity, the Qualifying Spend can be combined receipts from any participating retailer, however, all receipts must have the same date of purchase and must be from the Participating Centre, during the Promotion Period;

(b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) within 5 days from the receipt date to the Concierge Desk, or Redemption Booth, at the Participating Centre where the Qualifying Spend was made; and

(c) Fully complete the official online or paper based entry form, including their full name, contact telephone number, valid email address, amount purchased, stores where you made the purchase and postcode and place the fully completed entry form in the box provided at the Concierge Desk or submit online via the Warrawong Plaza website.

(d) It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Warrawong Plaza Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions.

#### INVALID RECEIPTS

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

#### PROOF OF PURCHASE

8. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that a Qualifying Purchase was made during the Promotion Period but prior to entry.

#### LIMITS ON ENTRY

9. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Spend; and (ii) each entry must be submitted separately and in accordance with the entry requirements.

#### DRAW DETAILS

10. The draw will take place at Warrawong Plaza Shopping Centre, 43 – 65 Cowper Street, Warrawong NSW 2502 at 10:00am AEDST on 07/01/2021 . The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or an invalid entrant is drawn.

#### WINNER NOTIFICATION

11. The provisional winner will be notified in writing by email and by phone/mobile within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

#### PRIZES

12. The first valid entry drawn will win \$10,000 awarded in the form of Warrawong Plaza Shopping Centre Gift Cards. Gift Cards will be valid for 12 months from the date of issue.

13. Any ancillary costs associated with redeeming a Warrawong Plaza Shopping Centre Gift Card are not included. Any unused balance of a Warrawong Plaza Shopping Centre Gift Card will not be awarded as cash. Redemption of a Warrawong Plaza Shopping Centre Gift Card is subject to any terms and conditions of the issuer including those specified on the Warrawong Plaza Shopping Centre Gift Card.

#### UNCLAIMED PRIZE DRAW

14. A draw for the prize if unclaimed will take place at the same time and place as the original draw on 07/04/2021, subject to any directions from a regulatory authority. The winner (if one is required) will be notified in writing by email and phone/mobile within two (2) business days of the unclaimed prize draw.

#### GENERAL

15. Incomplete, indecipherable or illegible entries will be deemed invalid.

16. 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.

17. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Total prize pool value is \$10,000.

20. The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.

21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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 manufactured, distributed and/or supplied by the Promoter.

22. The Promoter reserves 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 Promoter has 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 Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

23. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves 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.

24. The Promoter's decision is final, and no correspondence will be entered into.

25. 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 Promoter (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.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 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 a prize.

27. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

#### PRIVACY

28. The Promoter collects 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://151property.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 Promoter. The Promoter will not disclose PI to any entity outside of Australia.

29. The "Promoter" is Swordfish Australia Sub TC Pty Ltd as trustee for Warrawong Trust ABN 13 827 578 007, 43 – 65 Cowper Street, Warrawong NSW 2502 .