

Dear Santa – Spend \$250 at participating retailers for your chance to win a \$500 Chadstone Gift Card

TERMS AND CONDITIONS OF ENTRY

- 1) Information about prizes and how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.
- 2) This Competition is being run at Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone, VIC 3148 (the 'Centre') during the Promotional Period.
- 3) The Competition commences at 11:00am on Friday, 1 December 2017 and concludes at 7:00pm on Tuesday, 12 December 2017 ('Promotional Period'). The competition will take place from 11:00am to 7:00pm on December 1-3, 2017, 11:00am to 3:00pm on December 4-6, 2017, and 11:00am to 7:00pm on December 7-12, 2017.
- 4) The promoter of this Competition is Vicinity Centres PM Pty Ltd (ACN 101 504 045 / ABN 96 101 504 045) as disclosed agent for the owners of the Centre, Melbourne Corporate Office, 1341 Dandenong Road, Chadstone Victoria 3148, telephone: 03 9936 1222 ('Promoter').
- 5) Directors, officers, management and employees (and their immediate families) of the Promoter, the associated companies and contractors of the Promoter, retailers at the Centre and any other agencies associated with this Competition are ineligible to enter.
- 6) Competition open to entrants 18 years or older, who are, or sign up to be, a Chadstone First member.
- 7) Number of entries: Maximum one entry per person during the Promotional Period regardless of how many Qualifying Purchases made.
- 8) To enter, entrants must, during the Promotional Period:
 - (a) spend a minimum of \$250 or more at any participating retailers (excluding lay-by purchases, ATM withdrawals, utility bill payments, and all services retailers) in the Centre during one day ('Qualifying Purchase'). The Qualifying Purchase and entry must be made on the same day. Multiple transactions can be made to add up to one Qualifying Purchase;
 - (b) visit the 'Dear Santa' booth located at Ground Level outside Michael Hill Jewellers at the Centre;
 - (c) present their Qualifying Purchase receipt/s to a representative of the Promoter to sign up to the competition via an iPad.
 - (d) sign up to join Chadstone First (if not already an existing member);
 - (e) fully complete the entry form by providing all required contact details; and
 - (f) agree to the terms and conditions and submit the digital entry form.
- 9) There will be one winner per day. The winners for the participants of the December 1-6, 2017, draw will be selected via a random pick on Thursday, 7 December 2017 at 12pm, at Chadstone Centre Management Office. The winners for the participants of the December 7-12, 2017, draw will be selected via a random pick on Wednesday, 13 December 2017 at 12pm, at Chadstone Centre Management Office. The first valid entry randomly selected from all entries received during the Promotional Period will win the prize of a \$500 Chadstone Gift Card. The Promoter may draw additional reserve entries and record them in order, in case the winning entry/entrant is deemed invalid, or the prize is unclaimed ('Reserve Entrants').
- 10) The prize is a Chadstone Gift Card to the value of \$500.
- 11) The winners from the December 1-6, 2017 selection will be notified via phone and email on Thursday, 7 December 2017 prior to 5pm. The winners from the December 7-12, 2017 selection will be notified via phone and email on Wednesday, 13 December 2017 prior to 5pm.
- 12) The prize must be claimed by 5pm Friday 22 December 2017. If the prize has not been accepted or claimed by this date and time or if, after making all reasonable attempts, the Promoter can't contact the drawn winner (or the drawn winner does not contact the Promoter) by this date and time, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or immediately carry out an unclaimed prize draw at the same location as the original draw. Any new winner will be notified via phone and email immediately after the draw.
- 13) Collection of the prize from Chadstone Centre Management Office can occur from 11am on Friday 15 December 2017 or such other date as agreed with the Promoter.
- 14) The Prize awarded may not be exactly as illustrated in displays or marketing for the Competition.
- 15) Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash. Vouchers are subject to any conditions imposed by the supplier, including periods of validity.
- 16) If an entrant does not produce the proof of purchase for entries when asked, the Promoter may invalidate that entrant's entries and/or participation and they will lose any right to a prize. Purchase receipts must clearly identify the store of purchase (which must be a Participating Retailer), the product/s purchased (which must be a Qualifying Purchase), and the date of purchase (which must be during the Promotional Period before the entrant submitted their entry). If, in the Promoter's opinion, an entrant has shared any receipt/s with another person (or benefited from any sharing of receipt/s), the relevant entries will be invalid and the relevant entrants will lose any right to a prize.
- 17) If an entrant returns a product comprising a Qualifying Purchase their entry will be deemed invalid (unless product is defective). Entries must be on the original entry form.
- 18) The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19) If this Competition 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, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 20) The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted
- 21) The Promoter's decision is final and no other correspondence will be entered into.
- 22) It is a condition of entry that the entrant consents to the Promoter using the entrant's entry details, 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 the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters in the Centre(s) or otherwise.
- 23) By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) 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.
- 24) The Promoter is not responsible for any tax implications arising from the prize winnings. Entrants should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, entrants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Privacy, Spam Act and Do Not Call Register Act Statement:

The Promoter collects the entrants' personal information to assist it in promoting the Centre and the retailers of the Centre and to process the Competition entries. By entering the Competition, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter (or any of its related companies) contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;
- (b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:
 - (i) assist the Promoter in promoting the Centre and the retailers of the Centre or running competitions (including by sending electronic messages or telephoning the entrant on the Promoter's behalf); or
 - (ii) use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services),

without any further reference, payment or other compensation to the entrant. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners' names published as required under the relevant lottery legislation. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <https://www.chadstone.com.au/privacy-policy> contains information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information. All personal details of the entrant will be stored at the offices of the Promoter.

