

Visiting Friends & Family Offer – Chadstone Shopping Centre

Terms and Conditions

Who is running the offer? ('Promoter')	The Promoter is Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) as disclosed agent for the owners Chadstone Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Vic 3148.
Where will the offer run?	Redemption of the offer can only be made at the Concierge Desk, located on Ground Level, outside Seed at Chadstone Shopping Centre upon presentation of appropriate identification during the offer period.
When will the offer start and end? (Offer Period)	The offer starts at 12pm (local time) on Thursday, 1 March 2018 and ends at 7pm (local time) on Sunday, 18 March 2018 or until allocation is exhausted, whichever is first (the Offer Period).
Who can enter?	Only local residents located within a 50km radius of Chadstone Shopping Centre who introduce a visitor who resides outside a 50km radius of Chadstone Shopping Centre. Photo identification must be presented to confirm place of residence.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; (b) the agencies or companies associated with this offer or the Promoter; and the immediate families of those people, can't enter.
Do I need to buy anything?	No.
How many gifts will there be?	There is a total of 900 gifts available for redemption.
Gifts	Valid local residents and their qualifying visitor will each receive a 'The Daily Edited' luggage tag valued at \$59.95 (AUD) and is subject to availability. Colours may vary. Luggage tags must be collected at The Concierge Desk, next to Seed on the Ground Level, Chadstone Shopping Centre. A maximum of two luggage tags can redeemed at any given time.
Total gift pool	The gift pool is valued at a maximum of \$53,955.
How many times can I claim?	The offer can only be claimed once during the Offer Period.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By participating, you accept these Terms and Conditions

General

- 2 If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 3 If you or your participation are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 4 You must not:
- (a) tamper with the claim process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 5 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 6 The Promoter's decision in connection with all aspects of this offer is final.
- 7 Gifts cannot be transferred or exchanged nor redeemed for cash. Gifts may not be exactly as illustrated in displays or marketing for the offer. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift (or element of a gift) is unavailable for any reason the Promoter may provide another item of equal or higher value.

- 8 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants.
- 9 The Promoter is not responsible for any tax implications arising from you receiving a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you 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.

Liability

- 10 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 11 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions), illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 12 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any damage that occurs to gifts when displayed at a Retailer or the Centre.
- 13 The Promoter may communicate or advertise this offer using Facebook or Instagram. However, the offer is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 14 The information you provide will be used by the Promoter for the purpose of conducting this offer (and communicating with you as a Chadstone First subscriber, if relevant). The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this offer, storing data or communicating with you. By being a Chadstone First subscriber, if relevant, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. 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.