

CHADSTONE

THE FASHION CAPITAL

November Santa Photography Promotion

Promoter:	Vicinity Centres PM Pty Ltd ABN 96 101 504 045, as disclosed agent for the owners of the Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Rd, Chadstone VIC 3148		
Promotion Name:	November Santa Photography Promotion (The Promotion)	Gift Supplier(s)	Vicinity Centres PM Pty Ltd ABN 96 101 504 045
Gift:	\$20 Chadstone Gift Card valued at \$20 each	Gift Pool Total Value	\$20,000.00
Start Date and Time:	11.00am [local time] on Thursday, 1 November	End Date and Time	The earlier of 11:59pm [local time] on Wednesday 14 November or when all Gifts have been claimed
Shopping Centre:	Chadstone – The Fashion Capital	Shopping Centre Address	1341 Dandenong Road Chadstone Victoria 3148
Proof of entry:	Booking made via the Scene to Believe Chadstone Santa bookings website	State/Territory	Victoria

Privacy Notice

Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Terms and Conditions

- To enter the Promotion, Entrants must, during the Promotion Period:
 - Make a Santa Photography booking between 1-14 November for a session time in November (**Minimum Purchase Value**).
- While Gift stocks remain, Entrants who complete the above steps will receive 1 Gift (**Successful Claimants**). A booking confirmation cannot be used to claim more than one Gift.
- Entrants may enter this Promotion as many times as they wish provided that each entry is submitted separately in accordance with 1 above throughout the Promotion Period.

General

- The Promotion shall run from the Start Date and Time to the End Date and Time (**Promotion Period**) and is promoted by the Promoter on behalf of the Shopping Centre. The Promotion is not valid in conjunction with any other offer.
- All entrants (**Entrants**) acknowledge and agree that their entry into the Promotion is subject to, and they must adhere to, these terms and conditions and any additional terms and conditions or alterations to these terms and conditions as set out by the Promoter from time to time. Information about Gifts and how to enter forms part of these terms and conditions. Entries not in accordance with these terms and conditions are invalid. The Promoter may, at any time, require Entrants to produce documentation to establish to the Promoter's satisfaction the validity of entries (including documentation establishing identity, age, place of residence and place of employment of Entrants). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- The Promotion is open to all residents of the State except: employees, contractors, agents of Gift Supplier(s) and Shopping Centre sponsors of the Promotion and their immediate families; employees of the Promoter or a related body corporate and their immediate families; tenants in the Shopping Centre

and their immediate families; the staff of tenants in the Shopping Centre and their immediate families; the contractors of tenants in the Shopping Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. Immediate families means spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.

7. Successful Claimants are eligible to receive a Gift. All available Gifts are collectively valued at the Gift Pool Total Value. The Promoter reserves the right in its sole discretion to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter reserves its rights to recover damages or other compensation from such a person.
8. The Gifts are supplied by the Gift Supplier(s) and may be subject to additional terms and conditions of the Gift Supplier(s). Any warranty on the goods and services obtained as a result of a Gift remains the sole responsibility of the Supplier of that Gift.
9. In order to be valid, both the Receipt/s and Entry Form must be the originals and no copies, facsimiles, forged, illegible, mutilated or tampered receipts or entry forms will be accepted.
10. Valid Entry Forms must conform to all terms and conditions. No responsibility will be accepted for late, lost, illegible, incorrectly submitted or incomplete Entry Forms. Entry Forms which contain incorrect contact details shall be deemed invalid.
11. The Promoter and Centre Management reserve the right to remove any Entry Form that contains offensive, inappropriate or derogatory material. Any Entry Forms containing such content shall be deemed invalid.
12. Any decision made by Centre Management at the Shopping Centre in respect of the Promotion or a Gift is final and binding and no correspondence will be entered into.
13. If a Gift is unavailable for whatever reason, the Promoter reserves the right to substitute a gift of equal or greater value.
14. Proof of identity will be required to claim a Gift. A Gift must be taken as offered, is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
15. All Entrants under the age of 18:
 - a. must have prior consent from their parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request; and
 - b. shall have a Gift awarded (if applicable) to their nominated parent/guardian upon presentation of photo identification and the parent/guardian shall be deemed the Successful Claimant for the purposes of these terms and conditions.
16. Successful Claimant/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Successful Claimant/s consent to the Promoter using their names and images in any promotional or advertising activity.
17. If this Promotion 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 Promotion or disqualify affected entries/Entrants.
18. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
19. Subject to the previous paragraph, the Promoter, the Shopping Centre owners and their respective related entities, officers, employees, contractors and agents shall not be liable (including in negligence) for any loss, liability, cost, damage, personal injury, illness, death, expense or claim whatsoever which is suffered (including but not limited to personal injury and indirect, special or consequential economic loss) as a result of the Promotion or in connection with a 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).
20. The Promoter accepts no responsibility for any tax implications that may arise from the Gift.
21. The Promoter may communicate or advertise this Promotion using Facebook or Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants provide their information to the Promoter and not to Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability.