

Terms and Conditions
'Shop, Scan & Win with Waurn Ponds Shopping Centre

1. These terms and conditions are for all entrants who enter the 'Shop, Scan & Win with Waurn Ponds Shopping Centre' ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Colliers International (Victoria) Pty Limited, ACN 005 032 940 on behalf of Waurn Ponds Shopping centre, located at 173-199 Pioneer Road, WAURN PONDS VIC 3216. Telephone number 03 9629 8888.

ELIGIBILITY

3. This Promotion is only open to all Australian residents who are at least 18 years old.
4. The following persons are ineligible for the Promotion: (i) directors and employees of the Promoter, its related companies or any of its agencies or retailers that are associated with the Promotion (except for those that have made their purchase from another store); (ii) the spouse, defacto spouse, parent, child or sibling of an aforementioned excluded person; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

5. The Promotion commences at 9:00am Australian Eastern Standard ("AEST") Saturday 18 November 2023 and concludes 4pm Friday 22nd December 2023. ("Promotion Period").

HOW TO ENTER (Customer Incentive):

To enter the 'Shop, Scan & Win with Waurn Ponds Shopping Centre' competition customers must;

- I. Make a purchase of \$50 or more (in single transaction during the promotional period) at a participating retailers.
 - II. Visit the competition microsite, winacaratwaurnponds.com.au, accessible via the QR barcode in centre or via the centre's website.
 - III. Complete their details for a chance to win a prize.
6. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoter's database and to be used in accordance with the purposes set out in these Terms and Conditions, of which they may opt out at any time.

LIMITS ON ENTRY

7. Minimum \$50 spend in a single transaction within the promotional period.
8. Multiple entries permitted per person, however: (a) only one entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Receipts from bill payments such as the payment of credit card bills, ATM or bank transactions, bank fees and charges, service bills (such as gas, electricity, rates and phone bills), cash advances/withdrawals, account charges, government fees and interest charges are not accepted as part of the Promotion.
10. Receipts from tobacco, prescriptions, lotto, currency exchange and TAB will not be accepted as part of the Promotion.
11. Receipts from travel purchases over \$5,000, transaction receipts, medical service expenses, lottery transactions, business purchases over \$5,000 and lay-by payments, except for the total amount (upon completion) are not accepted as part of the Promotion.

12. Entrants must retain their original or a copy of their purchase receipts 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 the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.

Prize Details

Major Prize: The major prize is one (1) x MG3 Auto Excite in Dover White including on road costs and 12mths Vic registration, valued at \$20,990.00 (twenty thousand, nine hundred and ninety dollars). Onroad costs subject to state. The prize is the car on display must be taken as is any other on road costs are the winners responsibility.

Runner up prizes: 4 x \$250 Coles Express Gift Cards.

13. There will be one finalist drawn each week during the Promotional Period, who will be entered into the Major Prize draw. There will be five (5) finalists in total.
14. The five finalists will be drawn electronically from the entire competition database by computerised random selection at the office of Compco Digital, 1100 Grassy Gully Road, Buangla NSW 2541 on the following dates: 10am AEDST Friday 24th November, 10am AEDST Friday 1st December, 10am AEDST Friday 8th December, 10am AEDST Friday 15th December and 4pm AEDST Friday 22nd December ("**Draw**").
15. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. An entrant does not need to attend the weekly draws.
16. Finalists will be notified by email and phone within one (1) business days of each Draw.
17. The five (5) finalists are required to be present at the Major Prize Draw, located outside Target at Waurm Ponds Shopping Centre by 9:30am Saturday 23rd December. The Major Prize draw will take place at 10am on Saturday 23rd December 2023. If a finalist is not able to be present, a proxy may attend in their absence. In the event that a winner can not be contacted before the Major Prize Draw within 24hours of the draw a new winner will be drawn with the exception of the last draw on Friday 22 December, a proxy from the Centre Management Office will attend in their place and be deemed a provisional winner until entry can be verified. In the event that a finalist is not able to attend, nor a proxy, the finalist will not be eligible to win the Major Draw.
18. The Major Prize Draw winner will be determined by drawing one (1) of five (5) envelopes that will be picked in the order of the weekly finalists drawn throughout the Promotional Period. All envelope holders must open their envelopes at the same time to reveal the Major Prize winner.
19. The winner of the car must contact Rex Gorrell Geelong to collect the car and complete the necessary paperwork.
20. Each of the four (4) runners-up will receive a prize of a \$250 Coles Express Gift Card.
21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
22. The total prize pool value is \$21,990.

GENERAL

23. Incomplete, indecipherable or illegible entries will be deemed invalid.
24. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its

sole and absolute discretion, to determine the identity of the entrant.

25. Redemption of the prizes for any good or services are subject to the standard terms and conditions of the relevant providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited.
26. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its absolute 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.
27. Printing errors or other quality assurance matters outside the control of an entrant will not be used as the sole basis for refusing to award a prize.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
29. Entrants consent to the Promoter using the entrant's 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.
30. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. 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 and absolute discretion to the fullest extent permitted by law to: (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as it deems appropriate.
32. The Promoter's decision is final and no correspondence will be entered into in this regard.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
34. Any prize that is not supplied by the Promoter (or its related companies) in the ordinary course of its business is, for the purposes of the Promotion, supplied to prize winners by the third party that directly supplies the goods or services. By entering the Promotion, each entrant acknowledges that: (a) the Promoter, its agents and contractors have no liability to prize winners in respect of any loss, damage, cost, inconvenience or other disadvantage that may be suffered as a result of any defective or otherwise unsatisfactory goods or services supplied by a third party to a prize winner, or the failure to supply those goods or services to a prize winner; (b) it will not bring any claim against the Promoter, its agents or contractors in this respect.
35. Nothing in these Terms and Conditions limit, exclude or modify 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 State 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 their respective directors, officers, employees and agents) exclude 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.

36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective directors, officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

PRIVACY

37. 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 the links below. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 claimant's personal information to any entity outside of Australia.
- <https://www.waurnpondssc.com.au/privacy-policy/>.