

WAURN POND SHOPPING CENTRE

“CHRISTMAS GIFT LIFT” – SPEND AND PLAY PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Christmas Gift Lift – Spend and Play” Promotion (the “Promotion”) is deemed as acceptance of these Terms and Conditions. All times stipulated in these terms and conditions refer to NSW local time.
2. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11/8 Exhibition St, Melbourne VIC 3000.

ELIGIBILITY

3. Subject to Condition 4, the Promotion is only open to VIC residents aged 18 years or over.
4. The following persons are ineligible to enter the Promotion:
 - (a) employees of the Promoter or any of the tenants or retailers in Waurm Pond Shopping Centre or any of the Promoter’s agencies that are associated with the Promotion;
 - (b) the spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin of an excluded employee; and
 - (c) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

5. This Promotion commences at 10:30am local time on 11 December 2024 and closes at 2:30pm local time on 22 December 2024 or until all one hundred and twenty (120) prizes have been won, whichever is first (“**Promotion Period**”).
6. The Participating Centre is Waurm Ponds Shopping Centre (“**Participating Centre**”). A “**Participating Retailer**” means any retailer at the Participating Centre. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt (as specified in Clause 8 below).

ENTERING THE PROMOTION

7. To enter the Promotion, entrants must, during the Promotional Period:
 - a. Spend \$80 or more (combined) at up to a maximum of three (3) Participating Retailers (“**Qualifying Spend**”). In the event purchase receipts are not automatically provided to the entrant by a member of staff at the time of making their purchases that make up a Qualifying Spend, it is the entrant’s responsibility to request one. For the avoidance of doubt, amounts spent on Ineligible Transactions will not contribute to the Qualifying Spend.
 - b. After completing a Qualifying Spend, entrants must visit the Waurm Ponds Shopping Centre Christmas Gift Lift registration desk (located near Target) present their Qualifying Spend receipt/s to the Promoter’s staff and then, in accordance with staff instructions and using the device provided, input their requested details including their full name, email address and transaction details, tick the box agreeing to these Terms and Conditions and the Promoter’s Privacy Policy and submit the fully completed entry form. Staff at the Christmas Gift Lift registration Desk will stamp receipts to confirm that they are valid and have been used for the purposes of this Promotion;
 - c. Upon completing the entry form, the entrant will be notified instantly on screen if they have won the chance to have a turn on the Christmas Gift Lift.
 - d. To use the Christmas Gift Lift entrants will need to manoeuvre the crane (in accordance

with staff instructions) and pick up a prize from the tray of prizes below. Entrant's will win the first prize that they hook using the Christmas Gift Lift. Entrant's will be able to have multiple attempts until they have hooked a prize.

- e. The Christmas Gift Lift registration desk will be open from **10:30am to 2:30pm** from 11/12/2024 to 22/12/2024.
- f. Participation in the Christmas Gift lift is available on a first-in, first-served basis.

By participating in this Promotion, entrants agree that they may be photographed and/or filmed. Any content taken will be used in accordance with clause 22. By participating in this Promotion entrants acknowledge and agree to receive marketing communications from the Promoter and the Promoter using their details in accordance with clause 30 and the Promoter's Privacy Policy.

- 8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) recording bill, and car park payments and prescription and scheduled medicines, petrol, mobile phone recharge card, lottery ticket, liquor and liquor related product purchases, tobacco and tobacco related product purchases, and expenditure on gambling including but not limited to lotteries and instant scratch tickets; (b) receipts recording Layby payments except where a Layby is finalised and payment completed during the Offer Period; (c) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (d) ATM or EFTPOS receipts; (e) credit card or bank statements; (f) corporate purchases; 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.
- 9. There is a limit of one (1) entry per person per day.
- 10. The Promotion is not available in conjunction with any other Promotion or offer of the Promoter or any of its related body corporates.
- 11. Incomplete or indecipherable entries will be deemed invalid.
- 12. Entry into the Promotion is based on a minimum required spend.
- 13. Entrants must retain their original purchase receipt/s used to enter, 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 stores of purchase and that their purchases were made during the Promotional Period but prior to entry.
- 14. The issue of prizes will cease at 2:30pm on 22 December 2024, or once all one hundred and twenty (120) prizes have been allocated.

PRIZES

- 15. There are 432 prizes to be awarded in this Promotion as follows:

| Retailer | Prize | Quantity | Unit Value | Total Value |
|---------------------|-------------------------------|----------|------------|-------------|
| Meraki Modern Greek | \$20 Voucher | 200 | \$ 20 | \$ 4,000 |
| Sharetea | \$20 Voucher | 100 | \$ 20 | \$ 2,000 |
| Rebel | Garmin Forerunner 955 | 2 | \$ 999 | \$ 1,998 |
| Readings Cinema | Movie Vouchers | 20 | \$ 50 | \$ 1,000 |
| Flight Centre | \$500 Gift Voucher | 2 | \$ 500 | \$ 1,000 |
| EB Games | Nintendo Switch OLED Consoles | 2 | \$ 479 | \$ 958 |
| Rebel | Theragun Pro | 1 | \$ 799 | \$ 799 |
| Strandbags | Nere Bondi 3pc Suitcase Set | 1 | \$ 740 | \$ 740 |

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|---------------------------|--|-----|--------|-----------|
| Readings Cinema | Movie Vouchers | 26 | \$ 25 | \$ 650 |
| Strandbags | Nere Bondi Small Suitcase + Tote | 2 | \$ 290 | \$ 580 |
| Waurm Ponds Shopping Cent | Centre Voucher | 20 | \$ 25 | \$ 500 |
| Waurm Ponds Shopping Cent | Centre Voucher | 10 | \$ 50 | \$ 500 |
| Subway | \$20 Gift Card | 5 | \$ 100 | \$ 500 |
| Prouds | Watch | 1 | \$ 400 | \$ 400 |
| Prouds | Earrings | 1 | \$ 250 | \$ 250 |
| Prouds | Necklace | 1 | \$ 250 | \$ 250 |
| Rebel | Frank Green 1L Water Bottle | 4 | \$ 61 | \$ 244 |
| Strandbags | Seeker RFID Camera Bag | 3 | \$ 50 | \$ 150 |
| Elm | \$5 Gift Card | 20 | \$ 5 | \$ 100 |
| RB Sellars | \$100 Gift Voucher | 1 | \$ 100 | \$ 100 |
| Rebel | Verao Bag Toss | 1 | \$ 100 | \$ 100 |
| Rebel | Verao Backyard Kubb | 1 | \$ 100 | \$ 100 |
| Rebel | Tahwalhi Bodyboard | 1 | \$ 60 | \$ 60 |
| Ghanda | \$50 Gift Voucher | 1 | \$ 50 | \$ 50 |
| Target | \$30 Gift Card | 1 | \$ 30 | \$ 30 |
| Urban Smile | Cap + Water Bottle + \$500 off Urban Smile Discount voucher* | 5 | \$ 505 | \$ 2,525 |
| | | 432 | | \$ 19,584 |

Any ancillary costs associated with redeeming the voucher/gift card are not included. Any unused balance of the voucher/gift card will not be awarded as cash. Redemption of the voucher/gift card is subject to any terms and conditions of the issuer including those specified on the voucher/gift card.

*\$500 Urban Smile Discount voucher is a voucher for \$500 off the total cost of an orthodontic treatment at Urban Smile. Valid for 12 weeks from the date of issue. Voucher cannot be used for single aligners, retainers, retail product or an existing treatment.

GENERAL

16. The total prize pool value is \$19,584.
17. 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.
18. Redemption of the prizes for any goods or services are subject to the standard terms and conditions of the relevant providers. Some prizes may need to be collected from centre management or the specific retailers.
19. 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.
20. If a prize is unavailable due to unforeseen or other special circumstances, the Promoter in its reasonable discretion reserves the right to substitute the prize with a similar prize of equal or greater value and/or specification, subject to any written directions from a regulatory authority.
21. 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.

22. Entrants consent to the Promoter using the entrant's 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 promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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.
24. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
25. 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.
26. The Promoter's decision is final, and no correspondence will be entered into.
27. 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 first 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.
28. 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 and CBRE (including their respective 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.
29. Except any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CBRE (including their respective 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 (whether received by the Promoter or not) 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; (f) if access to the Christmas Gift Lift activation and/or participation in the Christmas Gift Lift activation is restricted, limited or no longer possible for any reason beyond the reasonable control of the Promoter or (g) use of a prize.

PRIVACY

30. By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of automatically signing up to the Participating Shopping Centre's database, administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to their personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does, it will tell you why. An access fee may be charged to cover the Promoter's costs of providing the information. The Promoter cannot guarantee the security of personal information provided. All personal information supplied will be securely held at all times in accordance with the Promoter's privacy policy which can be viewed here: <https://ispt.com.au/privacy-policy>. The Privacy Policy also contains information about how entrants may opt out, 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.