

Springhill Shopping Centre Free Halloween Gift Promotion Competition Terms and Conditions

1. The promoter of the competition is National Asset Consultants Pty Ltd ACN 101 334 025 t/a CRS Property ("**Promoter**") acting as managing agent of Springhill Shopping Centre, located at Thompsons Rd & Narre Warren Rd, Cranbourne VIC 3977.
2. By participating in the Free Halloween Gift Promotion ("**Competition**"), entrants agree to be bound by these Terms and Conditions.

How To Enter

3. To enter the Competition, the Eligible Person must during the Competition Period, spend \$10 or more in participating outlets at the Springhill Shopping Centre, located at Thompsons Rd & Narre Warren Rd, Cranbourne VIC 3977. (NB: Promotion is not valid at Coles Supermarket)
4. The ("**Competition Period**") commences at 9.00am on Wednesday 25th October, 2017 and runs until Free Halloween Gift stocks last (total stock 1,000). Once Free Halloween Gift stocks are complete, entries will not be eligible or accepted and the promotion will be completed.
5. Once a transaction of \$10 or more has been made, the participating outlet, the customer will be required to complete the entry form and will then be provided with the Free Halloween Gift.
6. By completing the entry form, customers will also consent to joining the Springhill Shopping Centre database. This is clearly stated on the entry form.
7. There will only be one (1) Free Halloween Gift per transaction of \$10 or more at participating outlets. (NB: Promotion is not valid at Coles Supermarket)

Eligibility

8. The following eligibility criteria apply:
 - (a) The Competition is open to any resident that shops and spends \$10 or more at participating outlets at Springhill Shopping Centre during the promotional period.
 - (b) There will only be one (1) Free Halloween Prize provided per transaction of \$10 or more to the eligible person.
 - (c) Entry may not contain, as determined by the promoter, in its sole discretion, any content that is 01. sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity 2. promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message 3. is obscene or offensive; endorses any form of hate or hate group 4. appears to duplicate any other submitted Entries 5. defames, misrepresents or contains disparaging remarks about other

people or companies 6. contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses 7. contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission 8. contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission 9. contains look-alikes of celebrities or other public or private figures, living or dead 10. communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or 11. violates any law

- (d) Employees and directors of the Promoter or Springhill Shopping Centre Retailers and their immediate families are ineligible.

9. The Promoter reserves the right to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been fraudulent in the course of the Competition.
10. The Promoter accepts no responsibility for lost, misplaced, late or misdirected entries.
11. If requested by the Promoter, an entrant must provide evidence of eligibility to the Promoter.

12. The Competition may be entered multiple times, with a different response.

Prizes

13. There are one thousand (1,000) Prizes in total and 1,000 Prize winners.
14. The ("**Prize**") includes;
1 x Free Halloween Gift valued at \$5.
15. The total prize pool is \$5,000.
16. In the event that a prize is not reasonably available due to circumstances beyond the control of the Promoter, the Promoter reserves the right to substitute any prize for a prize of equal or higher value and similar specification. The Promoter accepts no responsibility for any variation in a prize's value. A prize is not transferable or exchangeable and cannot be taken as cash.
17. Free Halloween Gifts can be redeemed at participating outlets from 9am Wednesday 25th October, until stocks last.

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18. A person purporting to be a prize winner will be required to provide proof of identity and to verify any other eligibility requirements.
19. Subject to clause 17 if for any reason a winner does not redeem the prize by the times stipulated by the Promoter, then the prize will be forfeited and no further draw will be held.
20. The Promoter's decisions as to prize winners are final and no correspondence will be entered into.
- that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising any way out of the Competition, including, but not limited to, where arising out of the following:

Ancillary costs

21. All ancillary costs associated with redeeming and collecting (eg. travel, petrol) the prize will be the responsibility of the winner.

Privacy and use of personal information

22. In accordance with the *Privacy Act* (1988) (Cth) the Promoter notifies entrants that entry to the competition involves the collection of personal information about entrants, such as their name, address, mobile phone number, email address. This is collected for the purpose of establishing eligibility, carrying out the competition and notifying winners. If the information is not provided, the entrant may not participate in the Competition. Entrants' personal information may be disclosed to State Lottery agencies and winners' names published as required under the relevant lottery legislation.

23. Each entrant consents to the Promoter using their personal information provided in connection with their entry, for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering.

24. Each entrants consents to the Promoter and its authorised licensees using the entrant's name, likeness, image and/or photograph and voice in the event that they are the winner, in any media for an unlimited period of time, without remuneration or compensation, for the purposes of promoting the outcome of this Competition.

25. When you sign up to become a member of the database, you will provide us with certain personal information. Your personal information may be used for providing you with news, offers and information about Springhill Shopping Centre.

26. Any personal information will be treated with in accordance with the Online Privacy Policy. By providing any such personal data or other information you agree to the terms of the Online Privacy Policy, and in particular you agree that the Promoter can collect, hold, use and disclose your personal information for the purposes of providing you with news and information about the Promoter's events, activities and promotions.

Liability and indemnity

27. To the extent relevant at law the Promoter makes no representation or warranty as to the quality, suitability or merchantability of the prize. Except for any liability

- (a) any technical difficulties or equipment malfunction;
- (b) any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
- (c) any variation in prize value to that stated in these Terms and Conditions;
- (d) any tax liability incurred by the winner or entrant;
- (e) any dispute relating to the eligibility of the entrant to claim or retain title to the prize, as between the entrant personally and the business that employs them or any other person in whose name qualifying purchases have been made; or
- (f) any use or redemption of the prize.

28. Each entrant indemnifies the Promoter against all claims, loss, damage, costs and expenses (including legal costs) suffered or incurred by the Promoter as a result of any breach of these Terms and Conditions by the entrant or the entrant's conduct in the competition or the use of the prize.

Other

29. These Terms and Conditions are governed by the laws of Victoria, Australia.