

Pacific Werribee Shopping Centre (Centre)
A Gift Handpicked for You Promotion
Terms and Conditions

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must make an Eligible Transaction during the Promotion Period.
3. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
4. Eligible Persons may enter the Promotion once only per Eligible Transaction during the Promotion Period.
5. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) spend a minimum of \$80.00 or more in one or more transactions at any Participating Retailer to receive a Gift ("**Eligible Entry**"); and
 - (b) present their original receipt/s to the Fresh Food Market - Customer Service Desk to claim a Gift; and
 - (c) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time

The Promotion

7. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or when all Gifts have been exhausted.

Eligibility

8. The Promotion is only open to Eligible Persons.
9. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Gift

10. There will be five hundred (500) weekly Gifts and three thousand (3000) recipients of a Gift ("**Gift Recipient/s**").
11. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.
12. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
13. The first five hundred (500) Eligible Entries redeemed weekly during the Promotion Period will receive a Gift.
14. The Promoter may, but is not obliged to, publish the results of the Promotion. By participating in the Promotion, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Gift. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's Facebook page.

Other General Terms

15. All Promotion entries are the property of the Promoter.
16. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (e) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
17. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the Gift by the Participant.
18. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Promotion as appropriate.

Privacy

19. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, telephone number, email address, postcode, amount of spend and store where transaction made.
20. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
 - (a) carrying out the Promotion (including as described in clause 14 in particular and in general for notification and promotion of Gifts); and
 - (b) carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about future Promotion or promotional events (which may be undertaken by the Promoter or any other person or organisation to which the Promoter discloses the personal information (including contractors) for the purposes of assisting the Promoter to do this; and
 - (c) adding the Participant's details to the Centre's database.
21. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.

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22. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on **(03) 9749 5111**.
23. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on **(03) 9749 5111** to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
24. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at www.pacificwerribee.com.au.
25. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on **(03) 9749 5111** and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Definitions

"Centre" means Pacific Werribee Shopping Centre located at the corner of Derrimut Road and Heaths Road, Werribee Vic 3030.

"Eligible Entry" means an entry which complies with the requirements of clause 5.

"Eligible Person" means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

"Eligible Transaction" means an Eligible Person must spend a minimum of \$80.00 or more in any one or more transaction at any Participating Retailer during the Promotion. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Gift" means one (1) of five hundred (500) weekly Gifts available as follows:

- (a) Week 1 (17-23 April 2019) Maxwell & Williams Artisan Acacia Oblong Serving Tray 40 x 28cm RRP \$59.95; and
- (b) Week 2 (24-30 April 2019) Maxwell & Williams Vanilla Pod Oblong Platter 34 x 19cm Gift Boxed RRP \$29.95; and
- (c) Week 3 (1-7 May 2019) Maxwell & Williams Vanilla Pod Cannister 1.2L Gift Boxed RRP \$19.95; and

- (d) Week 4 (8-14 May 2019) Maxwell & Williams Vanilla Pod Oval Bowl 33 x 23cm Gift Boxed RRP \$29.95; and
- (e) Week 5 (15-21 May 2019) Maxwell & Williams Vitromax Round Casserole 2L White Gift Boxed RRP \$59.95; and
- (f) Week 6 (22-28 May 2019) – Maxwell & Williams Oro Footed Cake Stand 30cm Gift Boxed White RRP \$49.95,

or any substitute Gift of a similar replacement type and value as determined by the Promoter.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"Participant" means any person who participates in the Promotion.

"Participating Retailer/s" means Bakers Delight, Ferguson Plarre, Healthy Life, Market Place, Fish Pier, Prettys Prime Cuts, Sweet Box, Direct Organics, Dumpling Chef, Salam Namasthe, Pacific Asian Grocer, French Baguette, Sushi Sushi (at Coles), Sushi Sushi (at Woolworths), Gozleme and Ajisen Ramen.

"Promoter" means the owner of the Centre, Wadren Pty Ltd ACN 005 537 235 atf The Hoppers Crossing Unit Trust and QIC Werribee Pty Ltd ACN 624 121 204 atf QIC Werribee Trust, Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

"Promotion" means the opportunity to receive a Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period from 11:00am on 17 April 2019 to 5:00pm on 26 May 2019.