

PACIFIC WERRIBEE (Centre)
Spend to Win Competition
Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. There is no limit on the number of times a Participant may enter the Competition during the Competition Period.
4. Participants must keep their original receipts or tax invoices from Participating Retailers as proof of purchase.
5. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) make a purchase of \$50.00 or more at any Participating Retailer in one or multiple transactions ("Eligible Transaction");
 - (b) visit the centre's website, scan the QR Code on display at participating retailers or visit kiosk in the Centre to enter;
 - (c) complete all details on the online entry form including Name, Email and Phone number, and entering the store in which they spent, date and amount which was spent during the Competition period ("Eligible Entry");
 - (d) the Participant agrees to automatically enter the Competition to go into the draw to win an Instant Prize on the day the entry form was complete for that purchase;
 - (e) the Participant agrees to automatically to enter the competition to go into the draw to win a Major Prize; and
 - (f) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and
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 Competition

7. The Competition will be conducted by Compco during the Competition Period. The Competition will end on expiration of the Competition Period.

Eligibility

8. The Competition 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 Prizes

10. There will be Twenty (20) Instant Prizes daily during the Competition Period and Twenty (20) winners daily of an Instant Prize.
11. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
12. Each Eligible Entry by an Eligible Person will be entered into the Competition.
13. The first Twenty (20) Eligible Entries drawn by Compco on behalf of the Promoter each day from 23 November to 13 December 2020 will win an Instant Prize.
14. All Eligible Entries will be entered into the Major Prize draw which will be drawn by Compco on behalf of the Promoter on 10am 14 December 2020 at the office of Compco Digital, 166 Ramsgate Avenue, Bondi, NSW 2026.
15. Prize Winners are only able to win an Instant Prize twice during the Competition Period.
16. If the Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be the Prize Winner for the purposes of the Competition.
17. 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 Promotion, then the Promoter will publish the results on the Centre's social media including platforms including Facebook and Instagram.
18. A Participant claiming to be the Prize Winner will be required to provide proof of identity and receipt of amount spent on Eligible Entry.
19. The Promoter will use reasonable efforts to notify the Major Prize Winner/s via entry details (ie phone, email, address) to arrange delivery or collection of the Prize.
20. Instant prize winners must claim their prize before 5.30pm on Wednesday 23 December 2020.
21. If despite reasonable efforts the Promoter is unable to locate or contact an Instant Prize winner to arrange collection prior to Wednesday 23 December 2020, the prize will be forfeit. No new winners will be issued.
22. If despite reasonable efforts the Promoter is unable to locate or contact the Major Prize Winner within seven (7) days after the winner is decided, another Prize Winner will be drawn by Compco on behalf of the Promoter on the seventh day after the Prize Winner is unable to be located or contacted. Any subsequent winner will be notified in accordance with these Terms and Conditions.
23. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
24. The Prizes are subject to the conditions relating to the use of the Prize (including validity period).

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Other General Terms

25. All Competition entries are the property of the Promoter.

26. Each Participant:

- (a) Presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
- (b) Warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
- (c) Voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.

27. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.

28. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:

- (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
- (b) any personal injury suffered or sustained,

during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.

29. 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 Competition or the use of the Prize by the Participant.

30. If this Competition is interfered with in any way or is not capable of being conducted as reasonable 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 Competition as appropriate.

Privacy

31. 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 Competition, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's name.

32. The Promoter may collect, use and disclose the personal information which the Participant has provided for the purpose carrying out the Competition (including in general for notification and promotion of Prizes).

33. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of adding the Participant's details to the Centre's database.

34. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.

35. 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

36. 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.

37. 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.

38. 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.

"Compco" means the third party the Promoter has assigned to conduct the Competition (www.compco.digital.com).

"Competition" means the opportunity to go into the draw to win a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 9:00am 23 November to 5:00pm 13 December 2020.

"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;

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

"Eligible Transaction" means an Eligible Person must spend a minimum of \$50.00 or more at a Participating Retailer during the Competition. 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, or 'click and collect' (online purchases), subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases), payment for medical and cosmetic procedures, liquor, TAB and cigarette purchases will not qualify as an Eligible Transaction.

"Intellectual Property Rights" means all intellectual property rights, including copyright and any right to keep confidential information confidential.

"Materials" means written materials provided by the Participant pursuant to the Competition.

"Moral Rights" means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

"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 Competition.

"Instant Prize" means one (1) Twenty (20) Gift Cards valued at \$50.00 each drawn daily during the Competition Period which must be used before the 24 December 2020 or any substitute prize of a similar replacement type and value as determined by the Promoter.

"Major Prize" means one (1) Gift Card valued at \$1,000.00 drawn on 14 December 2020 valid for 3 years or any substitute prize of a similar replacement type and value as determined by the Promoter.

"Prizes" means either "Instant Prize" or "Major Prize".

"Participating Retailers" means 101 Quick Cuts, Adairs, Adairs Kids, Aijsen Ramen, Angus & Coote, Australia Post, Australia Skin Clinics, Autograph, Ba'get, Bad Workwear, Bakers Delight, Beauty & Brow Parlour, Beauty on Earth, Best & Less, Bed, Bath N' Table, Better Home, Betts, Bevilles, Bonds, Big W, Bonds Kids, Boost Juice, Bossini, Bras N Things, Bubble Cup, Bubble Cup Fresh, Bupa Optical & Hearing, Cap-Z, CAT, Chemist Warehouse, Chirnside Café, Chirnside Café, Christian and Chloe, City Chic, Colette

by Colette Hayman, Connor, Converse, Cotton On, Cotton On Body, Cotton On Kids, Cupcake Queens, Daiso, Decjuba, Decjuba Kids, Donut King, Dotti, Duff's Jewellers, Dumpling Chef, Dumpling Story, Dusk, EB Games, Edge Clothing, Factorie, Famous Footwear, Feguson Plarre, Fish Pier, Flight Centre, Foot Locker, Forever New, Frames Now, French Baguette Café, General Pants Co., Games World, George & Matilda, Ghanda, Glassons, Global Bags, Gloria Jeans, Goldmark, Gozleme King, Green Palm, Grill'd, Grindstone Barber & Baristas, Grindstone Barbers, Guzman Y Gomez, H&M, Habitania, Hairhouse, Hawaii Nails, Hi Touch Mobile, House, Hungry Jacks, Hype DC, i Collection, iFix Mobile, Inglot, Jay Jays, JB Hi-Fi, Johnny Bigg, Just Cuts, Just Jeans, Kathmandu, Katies, Kebaba Empire, KFC, Kmart, La Porchetta, Laser Clinics Australia, Linear for Hair, Lord of the Fries, Lotus Chinese Massage, Lovisa, Lowes, Lush, Luxe Therapy, MacPac, Magic Hand Carwash, Magic Hand Carwash, Makers Galleria, Mama Mee, Manchester & More, MarketPlace Fresh, Martini & Co, Max Therapy, McDonalds, Mecca Maxima, Michael Hill, Midas, Millers, Mimco, Mister Minit, Mocha, Modelle, Mrs Fields Bakery & Café, Muffin Break, My Beauty Spot, My Car, Myer, Myfone Repair, Nandos, Nanjing Road Chinese Cuisine, Neverland Store, Nextra, Nike, Noh Modern Japanese Cuisine, Noni B, Novo, Odyssey Nails, Ollie's Place, OPSM, Optus, Oscar Wylee, Ozmosis, Pacific Werribee Tattslotto, Palermo Perfumes, Pandora, Party Home, Pera Bags, Peter Alexander, Peter Jackson, Pho Delight, Platypus, Politix, Potato Corner, Portmans, Pretty's Prime Cuts, Pretty's Prime Cuts, Priceline Pharmacy, Professionail, Prouds the Jeweller, QBD the Bookshop, Quality Pharmacy & Medical Centre, Rebel Sport, Red Shanghai Inn, Results Laser Clinic, Retreat, Rice Workshop, Riot Art & Craft, Robins Kitchen, Robinson's Bookshop, Rockmans, Salera's, Salt & Pepper, San Churro, Sandwich Chefs, Schnitz, Seed, Serenity Flowers, Seventh Ave, Shaver Shop, Sheike, Shiraz Indian Cuisine, Shoe Express, Shoex, Skechers, Smart Phone Repairs, Smiggle, Smokemart & Giftbox, Soul Origin, Sox on the Move, Specsavers, Spendless Shoes, Sportsco, Sportsgirl, Spudbar, Strandbags, Street Machine, Subway Sunglass Hut, Sunline Clothing Alterations, Sunshine Charcoal Chicken, Super Cheap Auto, Supre, Sushi Hub, Sushi Sushi, Sushi, Sussan, Suzanne Grae, Swarovski, Sweetbox, T2, Target, Tarocash, Telechoice, Telstra, That's So Fetch, The AFL Store, The Athlete's Foot, The Body Shop, The Coffee Shop, The Lounge Beauty & Brow, The Pancake Parlour, The Plaza Tavern, The Reject Shop, The Sporting Globe, The Trybe, Therapure Massage Therapy, Timezone, TK Maxx, Tobacco Station, Toyworld, Tung Tung Sushi, Tutti Frutti, Typo, Uniqlo, Valleygirl, Village Cinemas Gold Class, Vodafone, W Lane, Walkers Doughnuts, Wendy's, Williams, Witchery

"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 of 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.

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