

Pacific Werribee Shopping Centre (Centre)
12 Days of Christmas 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. Eligible Persons may enter the Competition once only during the Competition Period.
4. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) Follow the Centre's Instagram account (@pacificwerribee) and comment on the Competition post/photo of their desired Prize ("**Eligible Entry**"); and
 - (b) ensure your profile is set to public and that any comment made is:
 - i. is not unlawful or promotes any unlawful activity;
 - ii. is not considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Promoter, in its absolute discretion);
 - iii. is not intended to harass another person or group of people;
 - iv. does not include personal information (including photographs) of another person or persons, unless with their express consent (or the express consent of their guardian, where applicable);
 - v. does not contain viruses or corrupted files;
 - vi. does not infringe the intellectual property rights of the Promoter Entities or the intellectual property rights of a third party; or
 - vii. does not contain advertising or promotional materials; 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.

The Competition

5. The Competition will be conducted on the Centre's Instagram account during the Competition Period. The Competition will end on expiration of the Competition Period.
- 6. Eligibility**
7. The Competition is only open to Eligible Persons.
8. 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 Prize

9. There will be twelve (12) Prizes and one (1) daily winner of a Prize (**Prize Winners**).
10. If a Prize Recipient is under the age of 18 years, the parent or guardian of the Prize Recipient who gave permission for entry into the Competition will be deemed to be a Prize Recipient for the purposes of the Competition.
11. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
12. The first Eligible Entry selected by the Promoter daily will win a Prize.
13. The selections will occur the next business day during the Competition Period at the Centre Management Office.
14. The Promoter will use reasonable efforts to notify the Prize Winner via social media to arrange delivery or collection of the Prize.
15. If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner two (2) weeks after the winner is decided, a new Prize Winner will be drawn at 5:00pm on 6 January 2020 at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
16. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, 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 Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's Instagram account.
17. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
18. The Prizes are subject to the conditions relating to the use of the Prize (including validity period) which can be obtain directly from the Prize provider or viewed on the Gift Card. Where the use of the Prize is subject to the terms and conditions of a Prize provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

Other General Terms

19. All Competition entries are the property of the Promoter.
20. 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

Pacific Werribee Shopping Centre (Centre)
12 Days of Christmas Competition
Terms and Conditions

- 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.
21. 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 Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
22. Each Participant indemnifies and keeps indemnified the Promoter Entities and Instagram against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities, Instagram 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.
23. If this Competition 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 Competition as appropriate.
24. The Competition is not sponsored, endorsed, administered by, or associated with, Instagram. The Participant agrees that Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Instagram to the full extent permitted by law.
25. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Instagram.
- Privacy**
26. 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 may be required to provide the Promoter with personal information about themselves such as the Participant's full name and Instagram profile.
27. The Promoter will collect, use and disclose the personal information which the Participant has provided the purpose of carrying out the Competition (including as described in clause 16 in particular and in general for notification and promotion of Prizes.
28. 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.
29. 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) 9361 5511**.
30. 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) 9361 5511** 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.
31. 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.
32. 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) 9361 5511** 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.
- "Competition"** means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.
- "Competition Period"** means the period from 9:00am on 12 December 2020 to 5:00pm on 23 December 2020.
- "Eligible Entry"** means an entry which complies with the requirements of clause 3.
- "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 Competition;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.
- "Non-Eligible Person"** means the following:
- (a) owners and managers of the Centre;
- (b) retailers of the Centre;

Pacific Werribee Shopping Centre (Centre)
12 Days of Christmas Competition
Terms and Conditions

- (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.

“**Prize**” means one (1) of the following Prizes:

- (a) **Day 1** – Village Family Experience Pass (RRP \$100), \$100 Martini and Co voucher; or
- (b) **Day 2** – Lush gift pack (RRP \$95), \$100 LUXE massage voucher; or
- (c) **Day 3** – 2x 24 pack Daily Favourites Cupcakes (RRP \$100), T2 gift pack (RRP \$100); or
- (d) **Day 4** – JBL Over-Ear Wireless Noise Cancelling Headphones (RRP \$199)
- (e) **Day 5** – 2-3kg Salt Lamp (RRP \$30), 760g Glasshouse Candle (RRP \$40), Mermaid Hairwave kit (RRP \$109) or
- (f) **Day 6** – \$200 gift card to spend at the Urban Diner; or
- (g) **Day 7** – \$200 Mecca gift card; or
- (h) **Day 8** – Rayban sunglasses (RRP \$260) ; or
- (i) **Day 9** - \$100 Rebel gift card, Nike gift pack, bag and bottle (RRP \$90); or
- (j) **Day 10** – Games world game pack (RRP \$100), \$100 San Churro gift card or
- (k) **Day 11** – Salt & Pepper pack (\$200) ; or
- (l) **Day 12** – \$200 Pacific Werribee gift card.

any substitute Prize of a similar replacement type and value as determined by the Promoter

“**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.