

AMP Capital Shopping Centres Pty Limited
Pacific Fair Shopping Centre
Mr Consistent The Resort Pop Up Gift With Purchase
27 November 2020 – 17 January 2021
Terms & Conditions

1. Information on how to enter, how to claim, and details of the **Mr Consistent The Resort Pop Up** (“**Promotion**”) form part of these Terms and Conditions. Participation in this promotion constitutes acceptance of, and an agreement to be bound by, these Terms and Conditions.
2. This Promotion is open to customers of Pacific Fair Shopping Centre who fulfil the entry requirements, except:
 - (i) employees of AMP Capital Shopping Centres Pty Limited (the “**Promoter**”) and any AMP Group Entity, and their immediate family,
 - (ii) Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - (iii) the staff of Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - (iv) the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family.(an “**Eligible Customer**”).

For the purposes of this clause 2, “**Immediate family**” means parents, siblings, spouse, children and grandparents. “**Tenants**” means lessees, licensees and in the case of a lessee or licensee that is a corporation, its directors.
3. Only persons over the age of 18 years approval to enter this Promotion and the parent/guardian of the entrant must read and consent to all of these Terms and Conditions of the Promotion. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of their consent to the relevant entrant’s participation in this Promotion. The Promoter reserves the right, at any time, to require that a customer produce identification of their identity in the event that the Promoter determines to confirm a customer’s age for the purpose of determining whether parental/guardian consent is required before they may participate in the Promotion. If a customer is unable or refuses to produce identification of their identity confirming their age upon the Promoter’s request, the Promoter reserves the right not to allow the customer to participate in the Promotion.
4. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant’s identity, age and place of residence) and to disqualify or refuse to accept any entry from any entrant who submits an entry that is not in accordance with these Terms and Conditions, who is not an Eligible Customer or who tampers with the entry process. Errors and omissions of a customer’s entry in the Promotion will 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.
5. The entrant acknowledges that the Promoter’s decision in relation to anything in these Terms and Conditions or any aspect of the Promotion is final and binding.
6. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
7. All references in these Terms and Conditions to prices and values of the prizes in the Promotion include GST and are in Australian Dollars.
8. Unless otherwise indicated in these Terms and Conditions, a reference to a place in these Terms and Conditions is a reference to the relevant place in the Pacific Fair Shopping Centre.
9. The Promotion commences at Pacific Fair Shopping Centre at 09.00am on Friday 27 November 2020 and closes at 4.00pm on Sunday 17 January 2021 or when all Pacific Fair gifts (specified in clause 11) have been given away (whichever occurs first) unless extended by the Promoter pursuant to these Terms and Conditions (the “**Promotion Period**”).
10. Despite any other provision in these Terms and Conditions, the Promoter may extend the Promotion Period at its discretion and without prior notice.
11. **How Eligible Customers can redeem a Gift:**

The gift that can be redeemed during the Promotion Period:

 1. A classic cocktail or mocktail and one snack menu item (as per the menu available at the pop-up)
12. To be eligible to enter the Promotion and receive one of the above gifts eligible Customers must:

- (i) Spend \$100 or more at participating Pacific Fair stores (being those stores listed in clause 19 and specifically excluding Coles, Woolworths and Sunlit Asian Supermarkets) in a single transaction, during the Promotion Period.
 - (ii) Present their original receipts (showing a spend of \$80 or more) from participating Pacific Fair stores (being those stores listed in clause 19 and specifically excluding Coles, Woolworths and Sunlit Asian Supermarkets) at the Mr Consistent Pop Up Bar during the Promotion Period; and
 - (iii) Provide the information specified in clause 17 in the form required by the Promoter.
13. Valid receipts can only be used once and in respect of a single entry during the Promotion Period
 14. Valid receipts must be presented on the same day of purchase to be eligible.
 15. For the purposes of clause 12, the purchase of Pacific Fair Gift Cards or retail store gift cards, payment of laybys, flight and/or holiday deposits and payments of bills or foreign currency exchange transactions do not qualify towards meeting the minimum spend requirements.
 16. For the avoidance of doubt, receipts from Coles, Woolworths and Sunlit Asian Supermarkets will not be accepted in this Promotion.
 17. In order to submit a valid entry in the Promotion, an Eligible Customer must complete the promotion form with their full name, email address, post code and complete the Covid-19 checklist.
 18. A maximum of 50 gifts will be given out per day during the Promotion Period
 19. For the purpose of clause 12, participating stores are listed here – <https://www.pacificfair.com.au/stores>

General Terms and Conditions

20. Except for any liability that cannot be excluded by law, the Promoter, any AMP Group Entity and each of their 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 in any way out of or in connection with the Promotion, including, but not limited to, where arising out of the following:
 - (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (iv) any tax liability incurred by an entrant; or
 - (v) Use of the items within the Pacific Fair gifts identified in clause 12.
21. If for any reason this Promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process from participating in the Promotion.
22. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the promotion.
23. The Promoter is bound by the Privacy Act 1988. By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and for general marketing and research purposes. If you do not provide the information requested, you will not be able to participate in the Promotion. Your personal information may be shared with other AMP Group entities, with third parties who provide services to the Promoter and the AMP Group (including but not limited to agents, contractors, service providers and prize suppliers) and, as required, to Australian regulatory authorities. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. The AMP Privacy Policy (available at www.pacificfair.com.au) provides further information on how you can access and correct the information that the AMP Group holds about you, how you may complain about a breach of privacy and our process for resolving privacy related enquiries and complaints.
24. The entrant must indemnify and keep indemnified the Promoter, the owners of Pacific Fair Shopping Centre, and all AMP Group entities (the "**Indemnified Parties**") against all demands, claims, liabilities, costs, expenses, losses and damage the Indemnified Parties may have or in the future suffer or incur including, without limitation, liability

for personal injury (including death) to any person and damage to property arising out of or in connection with the entrant's participation in this competition or the entrant's use of the prizes whether caused or contributed to by the act or omission of the Indemnified Parties or not.

25. **"AMP Group Entity"** means AMP Limited (ACN 079 354 519) and any Related Body Corporate from time to time of AMP Limited (including, without limitation, AMP Capital Investors Limited) and their respective directors, officers, employees, representatives, volunteers, servants and agents. 'Related Body Corporate' has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
26. The laws of Queensland govern this Promotion.
27. **The Promoter is AMP Capital Shopping Centres Pty Limited A.B.N No 13 001 595 955, Level 16, 50 Bridge Street, SYDNEY NSW 2000, AUSTRALIA, (with the registered office at Level 24, 33 Alfred Street, SYDNEY NSW 2000) phone +61 7 5581 5100.**