

**WIN A FAMILY FLICKS & FOOD PASS COMPETITION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is AMP Capital Shopping Centres Pty Limited (ABN 13 001 595 955) of 33 Alfred Street, Sydney NSW 2000 AUSTRALIA telephone 07 5581 5118 ("**Promoter**").
3. Entry is only open to Australian residents aged 18 years and over.
4. Employees (and their immediate families) of the Promoter, Pacific Fair Shopping Centre, tenants and their employees of the promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. This promotion will be conducted at Pacific Fair Shopping Centre in Gold Coast, QLD ("**Centre**").
6. Promotion commences at 11am Thursday 29 July 2020 and ends at 4pm Monday 4 August 2020 ("**Promotional Period**").
7. To enter, individuals must complete the following steps during the Promotional Period:
  - a) Visit Pacific Fair Shopping Centre's Facebook page
  - b) Like the competition post
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. One entry permitted per person.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Pacific Fair Shopping Centre, Centre Management Office at Hooker Boulevard Broadbeach, QLD, at 4pm Monday 3 August 2020 ("**Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. An entrant [does not/does] need to be in attendance at the Draw in order to win a prize.
13. The winner will be notified by within one (1) hour of the draw.
14. The Promoter's decision is final and no correspondence will be entered into.
15. One entrant will win a family Flicks & Food Pass for 2 adults and 2 children (children must be aged 13 and under). Refer to Flicks & Fun Pass terms and conditions below for pass inclusions and terms.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prize must be redeemed at Pacific Fair Shopping Centre during the promotional period – valid for redemption until 9pm 18 September 2020.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited

period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 the promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
22. Any cost associated with accessing Facebook is the entrant's responsibility and is dependent on the Internet service provider used.
23. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use which can be viewed at <http://facebook.com/legal/terms/>  
This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
24. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

The Promoter collects personal information ("**PI**") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.ampcapital.com](http://www.ampcapital.com). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for

promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

**AMP Capital Shopping Centres Pty Limited  
Pacific Fair Shopping Centre  
Flicks & Food Pass Promotion  
30 July to 18 September 2020  
Terms & Conditions**

1. Information on how to enter, how to claim, and details of the Flicks & Food Pass Promotion ("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 and staff members of Pacific Fair Shopping Centre any persons under the age of 18 must have parental/guardian approval to purchase a Flicks & Food Pass and the parent/guardian of the entrant must read and consent to all of these Terms and Conditions of the Promotion.
3. 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.
4. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
5. All references in these Terms and Conditions to prices and values of the Flicks & Food Pass include GST and are in Australian Dollars.
6. 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.
7. The Promotion commences at Pacific Fair Shopping Centre at 9:00am on Thursday 30 July 2020 and closes at 9:00pm on Friday 18 September 2020. Flicks & Food passes are valid to use until Friday 18 September 2020.
8. Despite any other provision in these Terms and Conditions, the Promoter may extend the Promotion Period at its discretion and without prior notice.

How Eligible Customers can purchase and collect their Flicks & Food Pass :

9. Customers can purchase a Flick & Food Pass online (with collection of passes incentre) and in-centre at Pacific Fair's Concierge desks during business hours located on Ground Floor near Boost Juice or Ground Floor near David Jones.

Flicks & Food Pass inclusions:

10. Kids passes cost \$15 per child and are available for children aged 13 years and under and include:

(i) 1 kids general admission movie ticket to Event Cinemas Pacific Fair;

(ii) 1 of the following kids meals from Pacific Fair's food retailers:

A. Betty's Burgers - Kids Burger, Fries and a soft drink (Valued \$17.50)

B. Coco Cubano - Kids Chicken nuggets with fries & soft drink can (Valued \$13.90)

- C. Cowch - Kids Dessert Pizza & Mocktail (Valued \$15.85)
- D. Jamie Oliver's Pizzeria - Kids Pizza & juice (Valued \$15)
- E. Mad Mex - Small burrito & soft drink (Valued \$13.90) \* T&CS: Premium proteins not included. Not available with any other offer. Softdrink includes any can or still water.
- F. Motto Motto - Kids Bento Box (Teri-teri Chicken & rice OR fried chicken & fries with edamame & potato salad) plus soft serve (Valued \$12.80)
- G. Noodle Hut - Hokkien Noodles stir-fried with chicken and mixed vegetable plus Juice (Valued \$12.50)
- H. Schnitz - 2x Itty-Bitty Packs - Chicken schnitzel stick & your choice of dipping sauce, served with kids chips & small water or juice (Valued \$15.80)
- 11. Adults passes cost \$20 per person and are available for persons aged 14 years and older and include:
  - (i) 1 adult general admission movie ticket to Event Cinemas Pacific Fair
  - (ii) 1 of the following adults meals from Pacific Fair's food retailers:
    - A. Betty's Burgers - Betty's Classic Burger, Fries & soft drink (Valued \$20.50)
    - B. Coco Cubano - Southern Fried Chicken Burger, Shoestring Fries and a can of soft drink (Valued \$22.70)
    - C. Cowch - Belgian Waffles & Classic Hot Chocolate (Valued \$19.90)
    - D. Jamie Oliver's Pizzeria - 9" Pizza & soft drink (Valued \$20)
    - E. Mad Mex - Regular or Naked Burrito, Corn chips with guacamole & soft drink (Valued \$17.90)\* T&CS: Premium proteins not included. Not available with any other offer. Softdrink includes any can or still water.
    - F. Motto Motto - Rice bowl (Teri-teri chicken or seared salmon & avocado), miso soup & soft drink or still water (Valued \$19.50-\$22.40)
    - G. Noodle Hut - Chicken Stir fry noodle with mixed vegetable (\$13.50) Chicken karaage bao (\$4) Soft drink or water (\$2.5) (Valued \$20)
    - H. Schnitz - Schnitzel, chips, side salad & 300ml soft drink (Valued \$18.60)
- 12. Only 1 movie ticket and 1 meal deal can be redeemed per pass during the Promotional Period.
- 13. A Flicks & Food Pass can only be used once during the Promotion Period.
- 14. Online purchases must collect their passes from a Pacific Fair Concierge Desk and show identification along with their eventbrite ticket.
- 15. Flick and Food passes must be surrendered to retailer to redeem

#### General Terms and Conditions

- 16. 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 variation in value of the gift card to that stated in these Terms and Conditions;
  - (v) any tax liability incurred by an entrant; or
- 17. 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.

18. 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.

19. 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, 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](http://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 enquires and complaints.

20. All entries become the property of the Promoter.

21. 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.

22. "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).

23. The laws of Queensland govern this Promotion.