

**AMP CAPITAL SHOPPING CENTRES  
PACIFIC FAIR SHOPPING CENTRE  
GIFT WITH PURCHASE PROMOTION  
SPEND \$250 AND RECEIVE A MORETON BAY BUG & PRAWN ROLL  
AND A GLASS OF MOET ICE ROSE  
TERMS AND CONDITIONS**

1. Information on how to enter and the gift with purchase 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. Promotion entrants are required to be 18 years and older. The Promotion is not open to entrants under the age of 18 due to liquor licence laws. 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 they can enter 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 in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.

7. Entry is only open to Australian residents aged 18+ due to Australia's liquor licencing laws. Residents are required to present a relevant proof of identification (valid Drivers Licence or Passport) to the Moet Ice Rose Pop-Up staff on arrival. Residents under the age of 18 are unable to participate in the promotion and will be refused upon arrival.

8. 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.

9. This promotion will be conducted at the Pacific Fair Shopping Centre in Broadbeach, QLD ("**Centre**").

10. Promotion commences at 11am on Friday 7 December 2018 and ends at 4pm Sunday 27 January 2019 ("**Promotional Period**").

#### **11. The Gift**

Customers that spend \$250 or more at Pacific Fair Shopping Centre in any store each week from Wednesday to Sunday until 27 January (excluding Coles, Woolworths and Sunlit Asian Supermarkets) can redeem a Moreton Bay Bug & Prawn Roll and a glass of Moet Ice Rose, valued at \$50 AUD.

12. To redeem a gift, individuals must complete the following steps during the Promotional Period:

a) Spend \$250 at Pacific Fair Shopping Centre in any store (excluding Coles, Woolworths and Sunlit Asian Supermarket) from Wednesday to Sunday until 27 January

b) Present their same day receipts showing a combined spend of \$250 or more at Pacific Fair Shopping Centre's Moet Ice Rose Pop-Up hosted by Little Truffle on the Ground Floor of The Resort from Wednesday to Sunday during opening hours.

c) Must provide the following details to staff at the Moet Ice Rose Pop-Up hosted by Little Truffle a.  
First Name

b. Last Name

c. Email Address

d. Post Code

e. Transaction details including store and spend

13. Incomplete, indecipherable, or illegible entries will be deemed invalid.

14. Only one (1) gift with purchase can be redeemed per person per day.

15. Gift with purchase redemptions are limited to 100 per day, based off the first 100 customers that visit the Moet Ice Rose Pop-Up hosted by Little Truffle.

16. Gift with Purchase must be redeemed on the same day of purchase, are not transferable or exchangeable and cannot be taken as cash.

17. Entrants must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

18. 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.

19. 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.

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.

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,

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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. 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).

**NSW Permit No. LTPM/18/03547**