

**'FIND THE GOLDEN GIFT BOX' PROMOTION
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 Pacific Fair Shopping Centre, Hooker Boulevard Broadbeach QLD 4218 telephone 07 5581 5100 ("**Promoter**").
3. Entry is only open to Queensland residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, Pacific Fair, 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 1st cousin.
5. Promotion commences on 1 December 2018 and ends at 23:59pm on 14 December 2018 ("**Promotional Period**").
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) Follow Pacific Fair @pacificfair on Instagram
 - b) Find the Golden Gift Box icon each day between 30 November - 13 December on any random Instagram Stories @pacificfair
 - c) Be one of the first 5 customers to reply to the story tile which features the gift box by sending @pacificfair a private message with your full name and postcode
 - d) The first 5 customers will be contacted by Pacific Fair with details on how to collect their prize.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements; and (b) 1 entry allowed per person, per day.
9. 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.
10. 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.
11. There will be a total of 14 draws conducted for the entries received during the Promotional Period (each a "**Draw**"). Entries into each Draw will open and close on the dates/times outlined in the table below. The Draws will take place at Spin & Co, Level 3a, 105 Upton Street, Bundall QLD 4217 once the first five responses have been received as per Condition 7. The Promoter may draw additional reserve entries in each Draw and record them in order in case an invalid entry or ineligible entrant is drawn. Un-drawn entries in each Draw will not be entered into any subsequent Draw(s). An entrant does not need to be in attendance at the Draw in order to win a prize.

Draw	Entries Open Date/Time	Entries Close Date/Time	Draw Date
WIN one of 5 x assorted dozen doughnut packs from Krispy Kreme	Friday 30/11/2018	Anytime between 00:00am and 23:59pm	Friday 30/11/2018

WIN one 5 x silk scrunchies from Silk Laundry	Saturday 1/12/2018	Anytime between 00:00am and 23:59pm	Saturday 1/12/2018
WIN one of 5 boxes of bite-size mini tarts from Hokkaido	Sunday 2/12/2018	Anytime between 00:00am and 23:59pm	Sunday 2/12/2018
WIN one of 5 x Kiehl's beauty packs valued at \$40 each	Monday 3/12/2018	Anytime between 00:00am and 23:59pm	Monday 3/12/2018
WIN one of 5 \$20 Finn Poke dining vouchers	Tuesday 4/12/2018	Anytime between 00:00am and 23:59pm	Tuesday 4/12/2018
WIN one of 5 Cue 50th birthday collection tees	Wednesday 5/12/2018	Anytime between 00:00am and 23:59pm	Wednesday 5/12/2018
WIN one of 3 x 30 minute Swedish Massage vouchers and 2 x Oxygen Facials valued at \$149!	Thursday 6/12/2018	Anytime between 00:00am and 23:59pm	Thursday 6/12/2018
WIN one of 5 free hamburgers from Coco Cubano	Friday 7/12/2018	Anytime between 00:00am and 23:59pm	Friday 7/12/2018
WIN one of 5 Skinititut gift packs from Australian Skin Clinics	Saturday 8/12/2018	Anytime between 00:00am and 23:59pm	Saturday 8/12/2018
WIN one of 4 x \$20 and 1 x \$50 iPlay gift cards	Sunday 9/12/2018	Anytime between 00:00am and 23:59pm	Sunday 9/12/2018
WIN one of 5 Nyx Makeup Strobing Palettes	Monday 10/12/2018	Anytime between 00:00am and 23:59pm	Monday 10/12/2018
WIN one of 5 dozen assorted donut packs from Donut King!	Tuesday 11/12/2018	Anytime between 00:00am and 23:59pm	Tuesday 11/12/2018
WIN one of 5 \$50 dining vouchers from Comuna Cantina	Wednesday 12/12/2018	Anytime between 00:00am and 23:59pm	Wednesday 12/12/2018
WIN of 5 x \$50 Pacific Fair gift cards	Thursday 13/12/2018	Anytime between 00:00am and 23:59pm	Thursday 13/12/2018

12. Winner(s) will be notified by Instagram Stories within one (1) business days of the Draw.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first five valid entries drawn in each Draw will win one prize in accordance with the table as per Condition 12 with a total prize pool value of \$2,597.
15. Terms and conditions apply to all prizes. Winners must liaise directly with each retailer for terms and conditions. For terms and conditions on Pacific Fair gift cards, please see <https://www.pacificfair.com.au/centre-info/gift-cards>
16. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

If for any reason a winner does not claim a prize (or an element of the prize) within three months of the determination of the winner of a lottery, the promotor will notify QLD Government and re-determine any winner of the prize in accordance with the directions of QLD Government.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$2,547.25
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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.

21. 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.
22. Any cost associated with accessing Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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.
24. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

25. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
26. 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.
27. 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.

28. 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.
29. 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://instagram.com/legal/terms/>
This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. 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 Instagram. 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.
30. 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. 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).