

**AMP Capital Shopping Centres Pty Limited
Pacific Fair Shopping Centre
Sing to Win Competition
1 October – 31 October 2019**

Terms & Conditions

1. Information on how to enter, how to claim, and details of the Sing to Win Competition (“**Competition**”) 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 reside in our primary trade area in the following suburbs on the Gold Coast, Queensland; Broadbeach, Broadbeach Waters, Southport, Surfers Paradise, Mermaid Beach
3. and who fulfil the entry requirements, except:
 - a. employees of AMP Capital Shopping Centres Pty Limited (the “**Promoter**”) and any AMP Group Entity, and their immediate family,
 - b. Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - c. the staff of Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - d. the proprietors and staff of companies involved in the production, publishing and administration of this Competition and their immediate family.
4. (an “**Eligible Customer**”).
5. 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.
6. Entrants must be aged 18 years or older. 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 Competition.
7. 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 Competition 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.
8. The entrant acknowledges that the Promoter’s decision in relation to anything in these Terms and Conditions or any aspect of the Competition is final and binding.
9. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
10. All references in these Terms and Conditions to prices and values of the prizes in the Competition include GST and are in Australian Dollars.
11. 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.
12. The Competition commences at 9am on Monday 1 October 2019 and closes at 5:00pm Thursday 31 October 2019 (the “**Promotion Period**”).
13. Despite any other provision in these Terms and Conditions, the Promoter may shorten or extend the Competition Period at its discretion and without prior notice.



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How Eligible Customers can enter the promotion:

14. To be eligible to enter the Competition, eligible customers must, during the Promotion Period:
 - a. visit the competition page on Pacific Fair Shopping Centres website
 - b. must read and meet the competition requirements
15. Choir must consist of 10 – 30 members
16. Choir should be a professional group/ school group e.g. perform together in the past and rehearse frequently
17. Choir must be able to perform for 5-7 minutes minimum
18. Choir must be entertaining and must sing Christmas themed songs in English
19. Inappropriate themes or language is not permitted at any time
20. Choir must be available to perform at Pacific Fair Shopping Centre on Sunday 10 November between 1-3pm and between 5-6pm at the Broadbeach Christmas Carols on Saturday 14 December located at Kurrawa Park
21. Choir groups/ performers under the age of 16 must be accompanied by a parent/ guardian or school/ music teacher with parents permission
22. Choir is responsible for their own travel arrangements to and from Pacific Fair and to and from the Broadbeach Christmas Carols
23. Must agree to the competition terms and conditions
24. Must complete the competition entry form, providing the following information:
 - a. Choir Group Name/ School
 - b. Number of performers in choir
 - c. Age range of performers
 - d. Key contact first and surname
 - e. Contact number
 - f. Email address
25. Must post a video of their choir performing to Pacific Fair Shopping Centres Sing To Win Facebook event page during the promotional period.
26. Pacific Fair Shopping Centre will select the top 8 choirs based on skill level and will notify all 8 choirs on 1 November confirming that they have made it through to the next round of the competition.
27. The top 8 choirs notified are required to perform at Pacific Fair Shopping Centre between 1-3pm on Sunday 10 November 2018 where the top 2 winners will be selected by our judging panel, based on skill level (school and profession groups).
28. All choirs that post a video to Pacific Fair Shopping Centre's Sing To Win Facebook event page will automatically go in the draw for a Peoples Choice Award where the public will vote for their favourite group. The People's Choice Award will be drawn on Friday 1 November and the choir that receives the most Facebook likes and comments on their video will win.

The Prizes

29. A total of 4 choirs will win prizes during the Promotional Period which include:
- a. Primary School Winner
 - (i) Opening performance at the 2019 Broadbeach Christmas Carols on Saturday 14 December
 - (ii) \$1,000 Pacific Fair Gift Card
 - (iii) Yamaha Prize
 - b. Professional Choir Winner
 - (i) Opening performance at the 2019 Broadbeach Christmas Carols on Saturday 14 December
 - (ii) \$1,000 Pacific Fair Gift Card
 - c. People's Choice Award
 1. \$500 Pacific Fair Gift Card

General Terms and Conditions

30. 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 to that stated in these Terms and Conditions; or
 - (v) any tax liability incurred by an entrant.
31. 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.
32. 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.
33. 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,



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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 enquires and complaints.

34. All entries become the property of the Promoter.
35. 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.
36. "**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).
37. The laws of Queensland govern this Promotion.
38. **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.**