

AMP Capital Shopping Centres Pty Limited

Pacific Fair Shopping Centre

Merry Gift-mas Christmas Competition

4 December 2017 to 15 December 2017

Terms & Conditions

1. Information on how to enter, how to claim, and details of the Merry Gift-mas Christmas competition ("**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 are residents of, and currently reside in, Queensland and who fulfil the entry requirements, and excludes:
 - (i) employees of AMP Capital Shopping Centres Pty Limited ("**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; and
 - (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. Any persons under the age of 18 must have parental/guardian 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 in its sole discretion 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.
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 9:00am on 4 December 2017 and closes at 5.00pm on 15 December 2017 ("**Promotion Period**").
10. Despite any other provision in these Terms and Conditions, the Promoter may extend or shorten the Promotion Period at its discretion and without prior notice.

How Eligible Customers can enter the Promotion:

11. This competition is open to residents of Queensland.
12. To be eligible to enter the Promotion in accordance with these Terms and Conditions, Eligible Customers must, during the Promotion Period:
 - (i) Take and upload a photo at Pacific Fair Shopping Centre to Instagram
 - (ii) Follow Pacific Fair Shopping Centre on Instagram @pacificfair
 - (iii) Hashtag #pacificfairxmas on the post
 - (iv) accept and agree to these Terms and Conditions; and
 - (v) provide the information specified in clause 18 in the competition entry form required by the Promoter.
13. A total of 150 prizes will be given away during the promotional period.
14. The total prize ("**Prize**"), value is \$4,085 and broken down as follows:
 - (i) 15 x Le Creuset Cast Iron Way to Cook Cookbook (\$65)
 - (ii) 10 x Le Creuset Mini Casserole in colour Marine (\$35)
 - (iii) 2 x Oxford \$50 vouchers
 - (iv) 4 x Oxford \$40 vouchers
 - (v) 4 x Oxford \$30 vouchers
 - (vi) 10 x Cowch Naked Pops voucher (\$9 each)
 - (vii) 20 x Comuna \$5 vouchers
 - (viii) 1 x Ally Fashion \$20 gift card
 - (ix) 5 x Bras n Things \$10 vouchers

- (x) 5 x Build a Bear \$10 vouchers
 - (xi) 15 x Gold Coast Dental Services Oral Health Packs (\$15 each)
 - (xii) 10 x Snag Stand Free Snag Vouchers (includes any main) (\$10 each)
 - (xiii) 5 x \$25 iPlay vouchers for the Super Mega Deal (2 hours arcade time, dodgems and laser)
 - (xiv) 20 x Outback Steakhouse Bloomin' Onion vouchers (\$11 each)
 - (xv) 1 x \$500 Pacific Fair gift cards
 - (xvi) 10 x \$20 Pacific Fair gift cards
 - (xvii) 10 x Double Flicks Food and Fun passes (\$70)
15. Prizes will be issued at random and winners will be announced at random during the promotional period.
 16. Prize winners will be notified by Pacific Fair Shopping Centre on Instagram
 17. Prize winners can collect their prize from Pacific Fair's Arcade concierge desk on level 1 near Myer on the date specified by Pacific Fair Shopping Centre.
 18. Prize winners are required to present a valid form of identification, their first name, surname, phone number, suburb and postcode to the concierge staff to redeem their prize. Only 1 prize can be redeemed per person per day.
 19. If the Prize is not claimed within 30 days of the winner being notified, then the Prize will be deemed to be unclaimed and a redraw will be conducted on 15 January 2018.
 20. Prizes are not transferable and cannot be redeemed in cash.

General Terms and Conditions

21. 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 action by a third party or otherwise beyond the control of the Promoter including without limitation any matter arising as a result of the Sofitel terms and conditions and the Sub60 terms and conditions; and/or
 - (v) any tax liability incurred by an entrant.
22. If for any reason this Promotion is not capable of running as planned (whether caused by a 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.
23. 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.
24. 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 any other AMP Group entity, with third parties who provide services to the Promoter and the AMP Group entity 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) 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.
25. All entries become the property of the Promoter.
26. The entrant indemnifies and keeps indemnified the Promoter, the owners of Pacific Fair Shopping Centre, and any AMP Group entity (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 Promotion or the entrant's use of the Prizes whether caused or contributed to by the act or omission of the Indemnified Parties or not.
27. "**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 ABN [59 001 777 591](http://www.ampcapital.com.au)) and their respective directors, officers, employees, representatives, volunteers, servants and agents.
28. "**Related Body Corporate**" has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
29. The laws of Queensland govern this Promotion.
The "Promoter" is AMP Capital Shopping Centres Pty Limited (ABN 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

Promoter Gift Cards Terms & Conditions of Use

30. These Terms and Conditions apply to use of the Gift Card referred in item 21 of the Promotion Terms and Conditions ("**Gift Card**") issued by the Promoter.
31. Customers should treat this Gift Card like cash. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed. This Gift Card is redeemable for merchandise or services at participating retailers at Pacific Fair Shopping Centre.
32. Participating retailers are as follows:
 - A Touch of India
 - Adairs
 - Adidas
 - Adorne
 - Aesop
 - Ahinah
 - Aje
 - Alice McCall
 - Ally Fashion
 - Alpha 60
 - American Nails
 - Angus & Coote
 - Anthony's Fine Jewellery
 - APEX
 - Aquila
 - Aquitaine Pacific
 - Aussie Barbers
 - Australia Skin Clinic
 - Bailey Nelson
 - Bally
 - Bardot
 - Bath Body Works
 - Bed Bath N Table
 - Ben & Jerry's Icecream
 - Bentley's Camera House
 - Big W
 - Billabong
 - Bin 232
 - Blue Illusion
 - Body Shop, The
 - Bonds
 - Bookface
 - Boost Juice
 - Bras N Things
 - Breadtop
 - Bupa Optical
 - Caffè Cherry Beans
 - Calvin Klein
 - Camilla
 - Candy Time
 - Carla Zampatti
 - Chanel Beaute
 - Chi-Ran Chinese Vegetarian Bar
 - Chongco
 - Christian Louboutin
 - City Beach
 - Coach
 - Coles
 - Colette by Colette Hayman
 - Comuna Cantina
 - Cosmetics Plus
 - Country Road
 - Cowch Dessert & Cocktail Bar
 - Crema Espresso
 - Crema Espresso
 - Crocs
 - Crumpler
 - Cue
 - Culture Kings

- Curtis Hair
- David Jones
- Decjuba
- Diamond Boulevard
- Diesel
- Dissh
- Dotti
- Dusk
- EB Games
- Ecco Shoes
- Elegant Eyebrows
- Ella Bache
- Emma & Roe
- Escape Travel
- Eve Nail Face & Body Bar
- Famous Footwear
- Flannel
- Flight Centre and Travel Money Oz
- Florsheim Shoes
- FootLocker
- Forever New
- Fossil
- Furla
- G Star
- Gant
- Gaz Man
- General Pants
- Georg Jensen
- Giant Chemist
- Ginger & Smart
- Givenchy
- Glassons
- GoldeNails & Spa
- Goldmark
- Gorman
- Greek Street Grill
- Gucci
- H&M
- Hairhouse Warehouse
- Hakataya Ramen
- Hardy Brothers
- Harrolds
- Healer's Touch Natural Therapy
- House
- Hugo Boss
- Hype DC
- IM Lingerie
- Incu
- Industrie
- Janine Edwards
- Jash Living
- JB Hi Fi Home
- Jeanswest
- Jo Mercer
- Jurlique
- Just Cuts
- Just Jeans
- Kate Spade
- Kathmandu
- Kazazz Jewellery
- KFC
- Kidstuff
- Kiehl's
- Kikki K
- Kitten D'Amour
- Kmart

- Kmart Auto - CALL MONDAY
- Kookai
- La Beauty Skin Nails & Body
- Lacoste
- Laser Clinics Australia
- Leah's Wax Works Beauty
- LeGassick
- Lello Lello
- Liquorland
- L'Occitane
- Lorna Jane
- Lovisa
- Lululemon
- Lush Fresh Handmade Cosmetics
- Luxe Nail & Spa Boutique
- M Dreams
- Mad Mex
- Maggie T
- Maje
- Mannequins Café
- Manning Cartell
- Massage Aroma
- Max Mara
- Mayfield Chocolates
- McDonalds
- Mecca Cosmetics
- Mecca Maxima
- Megan Park
- Michael Dib
- Michael Kors
- Midas
- MIMCO
- Mister Minit
- Mobile Beat
- Morrison
- Motto Motto Japanese Kitchen
- Mountain Designs
- Mr Simple
- Mrs Fields
- Myer
- Napoleon Perdis
- New Zealand Natural - Incorrect Ph
- Nike
- Noodle Hut
- NYX Cosmetics
- O-BAG
- Oporto
- OPSM
- Origani
- Origin Kebabs
- Oroton
- Oscar Oscar
- Oxford
- Pandora
- Paradise Jewellers
- Pavement
- Perfect Potion
- Peter Alexander
- Phone Mania
- Pillow Talk
- Platypus
- Polish Nail Lounge
- Politix
- Portmans
- Prada
- Priceline Pharmacy

- Prouds
- PTC
- Pure Indulgence
- QBD
- Quiksilver
- R M Williams
- Rebel
- Resort News
- Review
- Rhythm
- Rip Curl
- Rockwear
- Rodd & Gunn
- Roger David
- Rosita Flowers
- Running Bare
- Salera's
- Salsa's Fresh Mex Grill
- Salvatore Ferragamo
- Sandro Paris
- Sass & Bide
- Saville's Butcher
- Schnitz
- Seafolly
- Secrets Shhh
- Seed
- Sephora
- Serendipity Sunglasses
- Shaver Shop
- Sheike - INVALID NO
- Silver Shop
- Skechers
- Smiggle - NO ANSWER
- Snag Stand
- Soul Origin
- Specsavers
- Speedo
- Spendless Shoes
- Sportsgirl
- SQD Athletica
- Stacks Variety
- Stefan
- Strandbags
- Subway
- Sumo Japanese
- Sunbaked - INCORRECT NUM
- Sunburn
- Sunglass Hut
- Sunlit Asian Supermarket
- Sunshine Tours & Tickets
- Superdry
- Surf Dive n Ski
- Sushi Nato Broadbeach
- Sussan
- Suzanne Grae
- Swarovski
- T2
- Target
- Tarocash
- Ted's Camera Stores
- Telstra
- Terry White Chemist
- Thai Spice
- The Athlete's Foot
- The Coffee & Tea Factory
- The Coffee Club

- The Fresh Bar by HR Petty
 - Tigerlilly
 - Timberland
 - Tommy Bahama
 - Tommy Guns
 - Tommy Hilfiger
 - Tony Bianco
 - Top Juice - INCORRECT NUM
 - Tumi
 - Ugg Australia
 - Under Armour
 - Uniqlo
 - Universal Store
 - Valleygirl
 - Vans
 - Vodafone
 - W Lane
 - Wallace Bishop
 - Wanted Shoes
 - Watch Works
 - Wild Cards and Gifts
 - Wine & Beer
 - Witchery
 - Wittner
 - Woolworths
 - Yum Cha Cuisine Pacific Fair
 - Zara
 - Zara Home
 - Zarraffa's Coffee
33. This Gift Card is not redeemable for cash, is non-refundable, and cannot be used for the payment of credit or retailer accounts.
 34. This Gift Card is partially redeemable. It is the responsibility of the customer to use the full value before the expiry date. Cash will not be given for any unused balance.
 35. This Gift Card is valid for twelve months from the date of issue. This Gift Card must be redeemed before the expiry date shown on the Gift Card. The Gift Card will be void and may not be redeemed after the expiry date.
 36. This Gift Card cannot be reloaded. No further value may be added to it.
 37. This Gift Card cannot be redeemed at any time when participating retailer's EFTPOS system is offline for any reason.
 38. Any unused balance will not be refunded or credited after the Gift Card expiry date.
 39. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method/s.
 40. Each of the participating retailer's return policy applies when returning goods purchased with a Promoter Gift Card.
 41. The customer is liable for all transactions on the Gift Card except to the extent to which there has been fraud or negligence by the Promoter or any of its employees.
 42. No variations to these Terms and Conditions of Use bind the Promoter or any other AMP Group entity unless they have been approved and signed by the Promoter. Changes to the Terms and Conditions of Use will be available at the Customer Service Desk or Centre Management, or at www.ampscsgiftcards.com.au or on the Promoter's website.
 43. Visit the Customer Service Desk or Centre Management if you have any reason to believe that an error has occurred in relation to your Gift Card.
 44. A customer can check their balance by phoning 1300 554 268 or by logging on to the Promoter's website and clicking on the Gift Card link.
 45. Purchase or use of this Gift Card constitutes your acceptance of these Terms and Conditions.
 46. The Promoter reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required: to add or remove participating retailers at which the Gift Card may be redeemed, or the goods and/or services which may be purchased using the Gift Card; to comply with all relevant laws, acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements and directions of any relevant Commonwealth, State or Local Government Departments, bodies and public authorities, in force from time to time; for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or where the Promoter, acting reasonably, considers that it will not cause detriment to the customer.
 47. The Promoter, any other AMP Group entity, or third party, are not liable for any damages, liabilities, expenses, fines or costs, nor be in breach of these Gift Card Terms and Conditions of Use, for any failure to perform any term of these Gift Card Terms and Conditions of Use if such performance is delayed, prevented, restricted or interfered with for any reason outside the Promoter's control, including but not limited to fire, flood, storm, earthquake, accident, war, acts of sabotage, labour dispute, materials or labour shortage (other than shortages of its own staff or staff under its control), system failure, power failure or shortage, law, regulation or act or omission of third persons.
 48. These Terms and Conditions are governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

49. FOR ENQUIRIES ABOUT YOUR GIFT CARD, CALL 1300 554 268.