

**WIN A \$1,000 WINTER WARDROBE 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 33 Alfred Street, Sydney NSW 2000 AUSTRALIA telephone 07 5581 5118 ("**Promoter**").
3. Entry is only open to Australian residents aged 13 and over. 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 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 12pm Tuesday 9 April 2019 and ends at 4pm Friday 31 May 2019 ("**Promotional Period**").
7. To enter, individuals must complete the following steps during the Promotional Period:
  - a) Visit the competition page on pacificfair.com.au
  - b) Complete the competition entry form and submitIncomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries permitted per person.

Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements.
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. The draw will take place at Pacific Fair Shopping Centre, Centre Management Office at Hooker Boulevard Broadbeach, QLD, at 4:00pm Friday 31 May 2019 ("**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.
12. The winner will be notified by within one (1) business day of the Draw. Winner will be announced on the competition page by 4:30pm Friday 31 May 2019.
13. The Promoter's decision is final and no correspondence will be entered into.

One entrant will win the competition, winning the \$1,000 Pacific Fair Gift Card, valid for 3 years from 31 May 2019. 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.

14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. Terms and conditions apply to Pacific Fair Gift Cards. Please refer to terms and conditions on page 3.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 Gift Card Terms and Conditions of Use**

These Gift Card Terms and Conditions of Use apply to use of the AMP Capital Shopping Centres Gift Card ("Gift Card") which has been issued by AMP Capital Shopping Centres Pty Limited ABN 13 001 595 955 ("AMP Capital Shopping Centres"):

1. AMP Capital Shopping Centres reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required:
  - a. 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;
  - b. for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or
  - c. where AMP Capital Shopping Centres, acting reasonably, considers that it will not cause detriment to the customer.
2. These Gift Card Terms and Conditions of Use are available at the Customer Service Desk or Centre Management, at [www.ampscsgiftcards.com.au](http://www.ampscsgiftcards.com.au) or on the participating AMP Capital Shopping Centre's website.
3. This Gift Card is valid for 3 years from the Issue Date. The Issue Date can be found on the back of the Gift Card. The Expiry Date is 3 years from the Issue Date. The Gift Card will be void and may not be redeemed after the Expiry Date.
4. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed.
5. If you have any reason to believe that an unauthorised or mistaken transaction has occurred in relation to your Gift Card please visit the Customer Service Desk or Centre Management in a participating AMP Capital Shopping Centre or call 1300 554 268.
6. Purchase and or use of this Gift Card constitutes your acceptance of these Gift Card Terms and Conditions of Use.
7. AMP Capital Shopping Centres may, in its discretion, refuse to sell Gift Cards to any person, at any time, for any reason.
8. Customers should treat this Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases.
9. Reissue of Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged. If you believe that your card is faulty or damaged, visit the Customer Service Desk or Centre Management in a Participating AMP Capital Shopping Centre or call 1300 554 268. In the event that a Gift Card is reissued, the reissued Gift Card will be credited with the funds remaining and will adopt the Expiry Date of the original Gift Card based upon the date of purchase of the original Gift Card.
10. This Gift Card is redeemable for merchandise or services at participating stores at participating AMP Capital Shopping Centres ("Participating Stores"). Participating Stores are those stores in participating AMP Capital Shopping Centres who agree from time to time to accept AMP Gift Cards. Participating Stores change from time to time and you acknowledge that this Gift Card is fit for your purposes. The list of current Participating Stores is available at [www.ampscsgiftcards.com.au](http://www.ampscsgiftcards.com.au) and at Customer Service Desks or Centre Management in participating AMP Capital Shopping Centres in Australia.
11. Participating AMP Capital Shopping Centres are:  
NSW – Royal Randwick Shopping Centre, Marrickville Metro, Macquarie Centre;  
QLD – Pacific Fair, Indooroopilly;

VIC – Malvern Central, Stud Park; and

WA – Karrinyup Shopping Centre, Garden City Booragoon, Ocean Keys.

12. Gift Cards can be credited at the time of purchase with any amount between \$10.00 and \$999.99.

13. This Gift Card can be redeemed at Participating Stores with EFTPOS facilities. Participating Stores without EFTPOS facilities are unable to accept this Gift Card.

14. This Gift Card is not redeemable for cash or cash equivalent payments (including, but not limited to, bills, purchase of financial products such as other gift cards, foreign currency, or gambling transactions) and cannot be used for the payment of credit or retailer accounts. AMP Capital Shopping Centres may, in its sole and absolute discretion, cancel a Gift Card or block any transaction that attempts to do so.

15. Gift Cards cannot be returned for a refund or have any balances consolidated to a new Gift Card.

16. This Gift Card is partially redeemable for purchases from Participating Stores. It is the responsibility of the customer to use the full value before the Gift Card's expiry date. Cash will not be given for any unused balance.

17. This Gift Card cannot be reloaded. No further value may be added to it.

18. This Gift Card cannot be redeemed at any time when Participating Store's EFTPOS system is offline for any reason.

19. A customer can check their balance by phoning 1300 554 268 or by visiting [www.ampcscgiftcards.com.au](http://www.ampcscgiftcards.com.au)

20. Any unused balance after expiry of a Gift Card will not be refunded or credited and all transactions will be declined.

21. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method(s).

22. Each of the Participating Stores' returns policies applies when returning goods purchased with an AMP Capital Shopping Centres Gift Card.

23. AMP Capital Shopping Centres is not liable for the availability, quality or fitness for purpose of any goods or services purchased with the Gift Card. Any dispute about goods or services purchased with the Gift Card must be resolved directly with the Participating Store.

24. To the extent permitted by law, a customer is liable for all transactions on the Gift Card.

25. No variations of these Gift Card Terms and Conditions of Use bind us unless they have been approved by AMP Capital Shopping Centres or are required by law.

26. To the extent permitted by law, AMP Capital Shopping Centres will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Gift Card Terms and Conditions of Use, for failure to observe or perform any of our obligations under these Gift Card Terms and Conditions of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties. To the extent permitted by law, AMP Capital Shopping Centre's liability is limited to replacing faulty Gift Cards.

27. These Gift Card Terms and Conditions of Use are governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

28. AMP Capital Shopping Centres may cancel any Gift Card or the Gift Card scheme for any reason at any time without notice.

FOR ENQUIRIES ABOUT YOUR GIFT CARD, CALL 1300 554 268