

**AMP CAPITAL SHOPPING CENTRES
ULTRACEUTICALS COMPETITION
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 Pacific Fair Shopping Centre, Broadbeach, QLD, 4216 ("Promoter").
- 3) Entry is only open to Queensland residents that are subscribed to Pacific Fair Shopping Centre's mail list. 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, AMP Capital Shopping Centres, 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 at 5:30pm 22 September 2021 and ends at 4pm 6 October 2021. ("Promotional Period").
- 6) To enter, individuals must visit Pacific Fair Shopping Centre's Instagram page and complete the following steps:
 - Follow Pacific Fair & Ultraceuticals Instagram pages
 - Like the competition post
 - Comment on the competition post sharing why they would like to win
- 7) Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 8) Multiple entries are available per person.
- 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) One winner will be chosen at Pacific Fair Shopping Centre on 6 October at 4pm ("Draw"). The Promoter may choose additional reserve entries and record them in order in case an invalid entry or ineligible entrant is chosen. An entrant does not need to be in attendance at the Draw in order to win a prize.
- 12) The winners will be notified by direct message on Instagram – www.instagram.com.au/pacificfair
- 13) The Promoter's decision is final and no correspondence will be entered into.
- 14) The first valid entry chosen will win a \$242 Ultraceuticals gift pack which includes: Balancing Gel Cleanser 200ml, UV Protective Daily Moisturiser 100ml, Even Skintone Smoothing Serum 30ml.
- 19) The prize winners must be able to redeem the prize from the Ultraceuticals counter at David Jones at Pacific Fair Shopping Centre.
- 20) The prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

21) 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.

22) 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.

23) Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

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 ("NonExcludable Guarantees"). Except for any liability that cannot by law be excluded, including the NonExcludable 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, the 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) 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).