

Postcode Fuel Up at Mandurah Forum – Terms & Conditions ("Conditions of Claim")

Vicinity Centres PM Pty Ltd (ACN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

| Schedule | |
|----------------------------|--|
| Promotion: | Postcode Fuel Up at Mandurah Forum |
| Promoter: | VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Shopping Centre, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148 |
| Promotional Period: | Start Date/Time: 12pm AWST on 14/04/19 Ends Date/Time: 5pm AWST on 28/04/19 |
| Claim Period: | Start Date/Time: 12pm AWST on 14/04/19 Ends Date/Time: 5pm AWST on 28/04/19 |
| Shopping Centre: | Mandurah Forum, 330 Pinjarra Road, Mandurah, WA, 6210 |
| Eligible claimants: | Entry is only open to WA residents who are 18 years and over and do not reside within a 40kms radius of Mandurah Forum. For the sake of clarity, persons residing within a 40km radius of Mandurah Forum are not eligible to obtain a gift. |
| How to Claim: | To claim a gift, the claimant must complete the following steps: a) Make a purchase at any store at Mandurah Forum ("Qualifying Purchase"), other than the Excluded Items, between 10am and 5pm AWST on any Sunday between 14/04/19 to 28/04/19; and b) Visit the Promotion Booth located near David Jones at Mandurah Forum from 12pm and 5pm AWST on and: a. present their receipt for the Qualifying Purchase; and b. show proof of their postcode of residence (e.g. driver's licence). Excluded Items: The following products or services (including vouchers relating to such products or services) will not be eligible to purchase to claim: gift cards, liquor or tobacco products, weapons of any kind, cosmetic or surgical procedures. The staff at the desk will verify the claimant's Qualifying Purchase and that the claimant resides outside of a 40kms radius of Mandurah Forum based on proof of their postcode of residence provided. If there is any dispute as to whether an entrant falls within a 40km radius of Mandurah Forum, the Promoter's decision will be final. Once the verification process is successfully completed, the claimant will then be provided the gift, subject to availability. Accepted forms of proof of postcode will be at the Promoter's discretion. Entrants have the option at the time of completing their gift claim to subscribe to receive news of exclusive Mandurah Forum events and promotions via email or SMS from Vicinity Centres. Only the first seventy-five (75) eligible claimants who complete the gift claim instructions above will receive the gift. |
| Claims permitted: | Limit one (1) gift claim permitted per person. |

| Gift Description | | Number of this gift | Winning Method |
|---|--|---------------------|----------------|
| The gift is an AUD\$50 GiVV EFTPOS gift card plus a Tourist Ticket. | | 75 | Offer |
| Gift Conditions: | <p>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p> <p>Tourist Ticket is subject to any terms of the issuer and those included on the ticket.</p> | | |

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Purchases to claim must be accepted during the Promotional Period. Valid and eligible claims will be accepted during the Claim Period, while gift stocks last.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
6. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
7. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
8. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
9. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
10. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.
11. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.

12. The Promoter reserves the right to disqualify claims and claimants in the event of non-compliance with these Conditions of Claim or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
13. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
14. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
15. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.