

Hoppers Crossing Shopping Centre (Centre)
Gift with Purchase Promotion
Terms and Conditions

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who makes an Eligible Transaction during the Promotion Period. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
3. An Eligible Person may obtain one entry form for each Eligible Transaction.
4. There is no limit on the number of times a Participant may enter the Promotion during the Promotion Period.
5. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) spend a minimum of \$20.00 or more in any one transaction at a Participating Retailer to obtain an entry form; and
 - (b) complete entry form with Participant's name, address, telephone number, email, amount spent and store where purchase was made, and consent to sign up to the Centre's database ("**Eligible Entry Form**"); and
 - (c) deliver the Eligible Entry Form to the Redemption Station located in the Centre.
 - (d) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Stores at any time.
7. Information on the Eligible Entry Form also forms part of these Terms and Conditions.

The Promotion

8. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or earlier once all Gifts have been given away.

Eligibility

9. The Promotion is only open to Eligible Persons.
10. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Gift

11. There will be one hundred and fifty (150) Gifts and one hundred and fifty (150) recipients of a Gift (**Gift Recipients**).

12. If a Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be a Prize Winner for the purposes of the Competition.
13. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
14. The first one hundred and fifty (150) Eligible Entries redeemed will receive a Gift.
15. The Promoter may, but is not obliged to, publish the results of the Promotion. By participating in the Promotion, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Gift.
16. The Gifts are subject to the conditions relating to the use of the Gift (including validity period) which can be obtained directly from the Gift provider. Where the use of the Gift is subject to the terms and conditions of a Gift provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

Other General Terms

17. All Promotion entries are the property of the Promoter.
18. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (e) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (f) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
19. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Promotion or the use of the Gift by the Participant.
20. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Promotion as appropriate.

Privacy

21. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number, email address ,

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amount spent, and the store the Eligible Transactions was made.

22. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Promotion (including as described in clause 15 in particular and in general for notification and promotion of Gifts); and
 - (b) adding the Participant's details to the Centre's database.
23. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
24. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on (03) 9749 5111.
25. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on (03) 9749 5111 to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
26. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at www.hopperscrossingshoppingcentre.com.au.
27. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on (03) 9749 5111 and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Definitions

"Centre" means Hoppers Crossing Shopping Centre located at 24 Old Geelong Road, Hoppers Crossing Vic 3029.

"Eligible Entry" means an entry which complies with the requirements of clause 5.

"Eligible Person" means an individual who:

- (c) is a resident of Victoria;
- (d) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (e) is not a Non Eligible Person; and
- (f) submits an Eligible Entry.

"Eligible Transaction" means an Eligible Person must spend a minimum of \$20.00 or more in one transaction at a Participating Retailer during the Promotion. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Gift" means one (1) of one hundred and fifty (150) gingerbread cookies with a value of \$3.50 each or any substitute Gift of a similar replacement type and value as determined by the Promoter.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"Participant" means any person who participates in the Promotion.

"Participating Retailer/s" means Asian Street, Bakers Delight, Cakes By Design More, Ferguson Plarre Bakehouse, Go Vita, Grindstone Barber & Café, Hoppers Fresh, Hoppers Fresh Juice, Morris & Heath, Sushi Sushi, The Bakers Son and The Butcher Club.

"Promoter" means the owner of the Centre, Rillana Pty Ltd ACN 005 315 364 atf Hintel Unit Trust, Level 5, Central Plaza 2, 66 Eagle Street, Brisbane Qld 4000.

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

"Promotion" means the opportunity to receive a Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period from 10:00am on 15 December 2018 to 5:00pm on 15 December 2018.