

Sign Up and Spin to Win March 2020 Promotion Terms & Conditions ("Conditions of Entry")

VICINITY CENTRES PRIVACY NOTICE

Vicinity Centres PM Pty Ltd (ACN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Participating Shopping Centres 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 will also disclose winners' details to Compco Retail Marketing Pty Ltd trading as Compco Digital who will be contacting winners of this Promotion on behalf of the Promoter. 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:	Spin to Win March 2020 Promotion			
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Participating Centres, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.			
Participating Centres/Participating Shopping Centres:	All Vicinity shopping centres which display advertising for this Promotion.			
Promotional Period:	Start date: 27/02/20 at 09:00 am AEDT End date: 24/03/20 at 11:59 pm AEDT			
Major Prize Draw Entry Periods	Major Prize Draw Entry Period	Entries Open	Entries Close	Draw Date
	1	27/02/20 at 9:00 am AEDT	05/03/20 at 11:59 pm AEDT	06/03/20 at 12:00 pm AEDT
	2	06/03/20 at 12:00 am AEDT	15/03/20 at 11:59 pm AEDT	16/03/20 at 12:00 pm AEDT
	3	16/03/20 at 12:00 am AEDT	24/03/20 at 11:59 pm AEDT	25/03/20 at 12:00 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 16 years and over. Entrants under the age of 18 must have parent or legal guardian approval to enter.			
How to Enter:	To enter the Promotion, the entrant must complete a purchase on any goods or services (other than Excluded Items) from any participating stores which display advertising for this Promotion at any Participating Centre. Entrants will receive a game card with a unique code at the time of purchase, while stocks last. The onus is on the entrant to request a game card if not automatically provided; and complete one (1) of the following: 1. <u>Enter Online</u> Scan the QR code on the game card with the camera of your compatible mobile device, or visit spinwin.com.au and enter the unique code on your game card; and fully complete and submit the online entry form with all requested personal and transactional details. Entrants must then spin a virtual wheel on screen and will be notified immediately on screen if they have won an Instant Win prize. OR			

	<p>2. <u>Enter in Centre*</u> Visit the Participating Centre's iPad Kiosk complete the promotional entry form with all requested personal and transactional details and the unique code on their game card on the iPad provided. Entrants must then spin a virtual wheel when on screen and will be notified immediately on screen if they have won an Instant Win prize.</p> <p>*If a Participating Centre does not have an iPad Kiosk available for entry, then entry is only available via the 'Enter Online' entry method.</p> <p>Excluded Items: The following products or services (including vouchers relating to such products or services) will not be eligible to purchase for entry: liquor or tobacco products, weapons of any kind, cosmetic or surgical procedures.</p> <p>By entering, entrants subscribe to receive news of exclusive events and promotions for their Participating Shopping Centre of entry, via email or SMS from Vicinity Centres.</p> <p>There will be a maximum of 48 Participating Shopping Centres for this Promotion. Participating Shopping Centres are located in NSW, QLD, SA, TAS, VIC and WA only. Each Participating Shopping Centre will display advertising for this Promotion. For the sake of clarity, all Major Prize entries will be entered into the <u>same</u> draw (depending on the date during which they completed the above). There will <u>not</u> be a separate Major Prize draw per Participating Shopping Centre.</p> <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is their original receipt for each qualifying purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store at a Participating Shopping Centre; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.</p> <p>The entrant must fill out the online entry form for every entry.</p>														
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> a) limit one (1) entry permitted per qualifying transaction; b) maximum of one (1) entry permitted per unique code; c) the same unique code cannot be used more than once; d) unrecognised codes will be deemed invalid; and e) each entry must be completed separately and in accordance with the entry instructions above. 														
Total Prize Pool:	up to AUD \$155,370														
<table border="1"> <thead> <tr> <th data-bbox="126 1444 727 1507">Prize Description</th> <th data-bbox="727 1444 967 1507">Number of this prize</th> <th data-bbox="967 1444 1179 1507">Value (per prize)</th> <th data-bbox="1179 1444 1495 1507">Winning Method</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="126 1507 1495 1545" style="text-align: center;">Major Prize Draw Prizes</td> </tr> <tr> <td data-bbox="126 1545 727 1902"> <p>Draw Prize: The prize is a new Honda HR-V VTi 2019 with automatic transmission, including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</p> <p>Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.</p> <p>The winner must collect the prize from a location agreed between the winner and the Promoter within</p> </td> <td data-bbox="727 1545 967 1902">3 (1 per Prize Draw)</td> <td data-bbox="967 1545 1179 1902">Up to AUD\$27,990.00</td> <td data-bbox="1179 1545 1495 1902">Computerised random selection - 06/03/20, 16/03/20 and 25/03/20 at 12:00 pm AEDT</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	Major Prize Draw Prizes				<p>Draw Prize: The prize is a new Honda HR-V VTi 2019 with automatic transmission, including registration, compulsory third-party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</p> <p>Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.</p> <p>The winner must collect the prize from a location agreed between the winner and the Promoter within</p>	3 (1 per Prize Draw)	Up to AUD\$27,990.00	Computerised random selection - 06/03/20, 16/03/20 and 25/03/20 at 12:00 pm AEDT
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100kms of the winner's address. In the event of a dispute between the winner and the Promoter as to the location where the prize must be collected, the Promoter's decision will be final. The Major Prize is supplied by Compco Retail Marketing Pty Ltd trading as Compco Digital.			
Instant Win Prizes			
Instant Win Prize No 1: The prize is a \$70 GIVV gift card	140	AUD\$70	Instant Win
Instant Win Prize No 2: The prize is a \$50 GIVV gift card	280	AUD\$50.00	Instant Win
Instant Win Prize No 3: The prize is a \$20 GIVV gift card	980	AUD\$20.00	Instant Win
Instant Win Prize No 3: The prize is a \$10 GIVV gift card	2800	AUD\$10	Instant Win
Instant Win Prize Conditions:	<p>Instant Win Prize: The Givv gift cards are redeemable at the Participating Shopping Centre of entry.</p> <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>To claim the prize, the winner must visit the Customer Service Desk at the Participating Shopping Centre of entry and present their ID and Proof of Purchase. If the centre does not have a Customer Service Desk, the winner will be contacted by phone to advise of how to claim their prize. All instant win prizes must be claimed 01/07/20.</p>		
Winner notification:	The Major Prize Draw winners will be contacted by telephone and email within two (2) business days of the corresponding draw (by Compco Digital on behalf of the Promoter). The Major Prize Draw winners will be published at www.rebrand.ly/uf63ix by 01/04/20.		
Unclaimed Prizes:	The Major Prizes must be claimed by 01/07/20 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 02/07/20 at 12:00 pm AEST at Compco Retail Marketing Pty Ltd, Unit 18/198-222 Young Street, Waterloo NSW 2017, Australia. The winners of the redraw will be notified by telephone and email within two (2) business days of the redraw (by Compco Digital on behalf of the Promoter). The winners will be notified publicly (and their details published) at www.rebrand.ly/uf63ix by 30/07/20.		

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, their tenants, distributors, suppliers (including prize suppliers such as Compco Retail Marketing Pty Ltd ABN 95 627 560 285 t/as Compco Digital, the supplier of the major prize), subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Major Prize Draws:

- a) The Major Prize draws will take place on the dates and times specified below at Compco Retail Marketing Pty Ltd, Unit 18/198-222 Young Street, Waterloo, NSW 2017, Australia using computerised random selection. Entries open and close for each draw as specified in the table below. Non-winning entries in each Major Prize draw will be entered into subsequent Major Prize draw/s.

Major Prize Draw Entry Period	Entries Open	Entries Close	Draw Date
1	27/02/20 at 9:00 am AEDT	05/03/20 at 11:59 pm AEDT	06/03/20 at 12:00 pm AEDT
2	06/03/20 at 12:00 am AEDT	15/03/20 at 11:59 pm AEDT	16/03/20 at 12:00 pm AEDT
3	16/03/20 at 12:00 am AEDT	24/03/10 11:59 pm AEDT	25/03/20 at 12:00 pm AEDT

- i) The first valid entry drawn in each Major Prize draw will be the winner of the Major Prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- d) To claim the prize, the winner must be able to present their ID matching the winning entry and Proof of Purchase. The winner must also be a current subscriber to news, events and promotions for the Participating Shopping Centre at which they entered the Promotion, at the time of winning and at the time of prize collection; this includes completing the double-opt in email verification.
7. Instant Win:
- a) Instant Winners will be notified immediately if they have won on screen upon entry form submission.
- b) To redeem the prize, the winner must visit the Customer Service Desk at the Participating Shopping Centre of Entry and present their ID and Proof of Purchase. If the centre does not have a Customer Service Desk, the winner will be contacted by phone to advise of how to collect their prize. All instant win prizes must be claimed 01/07/20.
- c) Printing and other quality control errors will not invalidate an otherwise valid prize claim.
- d) Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
- e) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- f) There will be a maximum of 5 million instant win game cards printed for this Promotion.
- g) Winners of an instant win prize are determined by chance (being a prize time algorithm), with the Spinning Wheel being a visual reference only.
8. All reasonable attempts will be made to contact each winner.
9. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

15. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize 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 prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
20. 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 prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry 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 entrant and no correspondence will be entered into.
23. The Promoter, the Participating 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).
24. 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 Participating Shopping Centres may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP19/04952, NSW Permit No. LTPS/19/41118 and SA Permit No. T19/2180.