

“Marrickville Metro GIFT WITH PURCHASE” 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 **[9519 1066]** (“Promoter”).
3. Entry is only open to Australian residents aged 18 years or over.

OR

Entry is only open to Australian residents. 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, Marrickville Metro, 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. This promotion will be conducted at the Marrickville Metro Shopping Centre in Centre Management, NSW at 34 Victoria Road, Marrickville 2204 (“Centre”).
6. Promotion commences on at 9.30AM on 27 August 2020 and ends when stock (900 candles) is exhausted. (“Promotional Period”).
7. To receive a free iKOU candle valued at RRP\$44.95, individuals must complete the following steps during the Promotional Period:
 - a) Spend **a minimum of \$120 across a maximum of 3 transactions at stores** (Listed in Appendix A)
 - b) Bring the receipt(s) to Centre Management located at 34 Victoria Road, Marrickville NSW 2204 within a 72-hour period since spend to claim (all spend must happen within 72 hours). Online purchases are not accepted as part of this promotion.
 - c) Complete the entry form including Full Name, Postcode, Email Address, Store and Spend details
 - d) Agree to be subscribed to the Marrickville Metro Email Database (1-2 emails per month) & then collect their candle
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (all receipts must demonstrate spend within a 72-hour period of claim and in accordance with entry requirements).
10. Entrants must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period prior to entry.
11. 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.

12. 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.
13. The offer will take place at Marrickville Metron Mon-Fri 9.30am – 4.30pm, 34 Victoria Road, Marrickville from Thursday 27th August 9.30am until all 900 candles are claimed by customers with their minimum \$120 spend. Gifts are to be collected at Marrickville Metro Centre Management Office at 34 Victoria Road, Marrickville NSW 2204.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The promotion will run until stocks last. The first 900 valid entries claimed will each win a single iKOU scented candle [valued at RRP \$44.95]. Once this stock runs out, the promotion will end.
16. The following conditions apply to the prize(s):
17. 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.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
19. Total prize pool value is \$40,455.00
20. Prizes, 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. 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.
24. 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.
25. 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.

26. 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. 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).

NSW Permit No. LTPM/19/04969

Appendix A – Specialty Stores

88 Massage N Acupuncture	Chicken George
Australia Post	Cigarettes, Tobacco & Cigars
Bakers Delight	Cut Plus
Bamboo Zoo	CTD Fresh Meats
Bliss Beauty	Cotton On
Boost Juice Bars	Daiso
Bras N Things	DecJuba
Donut King	Dodo
EB Games	Espresso Brothers
EV Hair and Beauty	Exquisite Brows
Flow Café	Fone Lab
Health First	Internet Only
I.O.S Seafood	JC Fine Jewellers
Judy's Alteration and Tailoring	Just Cuts
Kitchen Queen	Dusk
Laser Clinics Australia	Little Hong Kong
Lowes	Lux by Dezire
Metro Car Wash	Metro Master Meats
Metro Medical Centre	Metrospecs
Michel's Patisserie	Miracle Supermarket
Mister Minit	Moe & Co.
Natural Fit	Nextra
Panetta Mercato	Pop Avenue
Priceline Pharmacy	Prouds Jewellers
Quality Kebabs	Results Laser Clinic
Rockmans	Sandwich Stack
Sergio's Cake Shop	Soul Origin
Specsavers	Spendless Shoes
Sunset Flowers	Sushi Bar
Sushi Street	Sussan
Sweet Chilli Indian	Tarocash
TB Mobile	Tech Centa
Top Juice	Toys and Tales
Watch Centre	EB Games
Xcentrik Hair Design	Liquorland
BWS	