

## **AMP Capital Shopping Centres Pty Limited**

### **Pacific Fair Shopping Centre**

#### **25 June – 9 July, Coles \$20 Gift Card 'Gift with Purchase'**

##### **Terms & Conditions**

1. Information on how to claim and details of this promotion form part of these Terms and Conditions. Participation in this promotion constitutes acceptance of, and an agreement to be bound by, these Terms and Conditions.
2. This Promotion is open to customers who fulfil the entry requirements, except:
  - (i) employees of AMP Capital Shopping Centres Pty Limited (the Promoter), staff employed or contracted by AMP Capital Shopping Centres working at Pacific Fair Shopping Centre (Airlite Group, Millennium Hi-Tech Group Pty Ltd.) and any AMP Group Entity, and their immediate family,
  - (ii) tenants in the Pacific Fair Shopping Centre and their immediate family,
  - (iii) the staff of tenants in the Pacific Fair Shopping Centre and their immediate family,
  - (iv) the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family.(an "Eligible Customer").

For the purposes of this clause 2, "Immediate family" means parents, siblings, spouse, children and grandparents. "Tenants" means Lessees, Licensees and in the case of a Lessee or Licensee that is a corporation, its directors.
3. Any persons under the age of 18 must have parental/guardian approval to enter this Promotion and the parent/guardian of the entrant must read and consent to all of these Terms and Conditions of the Promotion. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of their consent to the relevant entrant's participation in this Promotion. The Promoter reserves the right, at any time, to require that a customer produce identification of their identity in the event that the Promoter determines to confirm a customer's age for the purpose of determining whether parental/guardian consent is required before they may participate in the Promotion. If a customer is unable or refuses to produce identification of their identity confirming their age upon the Promoter's request, the Promoter reserves the right not to allow the customer to participate in the Promotion.
4. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify or refuse to accept any entry from any entrant who submits an entry that is not in accordance with these Terms and Conditions, who is not an Eligible Customer or who tampers with the entry process. Errors and omissions of a customer's entry in the Promotion will 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.
5. The entrant acknowledges that the Promoter's decision in relation to anything in these Terms and Conditions or any aspect of the Promotion is final and binding.
6. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
7. All references in these Terms and Conditions to prices and values of the prizes in the Promotion include GST and are in Australian Dollars.
8. Unless otherwise indicated in these Terms and Conditions, a reference to a place in these Terms and Conditions is a reference to the relevant place in the Pacific Fair Shopping Centre.
9. The Promotion commences at Pacific Fair Shopping Centre at 09:00am on Thursday 25 June 2015 and closes at 21:00pm on Thursday 9 July 2015 (the "Promotion Period"), unless all 1,000 gift cards are given away before the "Promotion Period" end date.

##### **How customers enter the promotion:**

10. To be eligible to enter the Promotion and claim the \$20 Coles Pacific Fair Gift Card, Eligible Customers must present a valid Pacific Fair store receipt to the staff at the Customer Service Centre, Level 1 Arcade during Centre trading hours. (See [pacificfair.com.au](http://pacificfair.com.au) for details on centre trading hours).
  11. Customers must meet required spend of \$80 or more in any Pacific Fair store to be eligible for a \$20 Coles Pacific Fair Gift Card. This excludes banks, credit unions, currency exchanges, lay-by's & gift card purchases.
  12. In order to submit a valid entry in the Promotion, an Eligible Customer must provide the following details in order to collect their gift:
    - (i) First Name
    - (ii) Surname
    - (iii) Email Address
    - (iv) Phone Number
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(v) Postcode

13. Only one gift card per customer throughout the "Promotional Period" is available when the customer meets required spend.
14. Spend must be made in one transaction only (single receipt only), customers cannot combine receipts to meet the \$80 spend.
15. This Promotion is strictly valid between Thursday 25 June – Thursday 9 July 2015, or earlier when the total of 1,000 gift cards for this Promotion are given out. 1,000 is the total number of gift cards that are available when the customer meets the required spend in the "Promotional Period". Receipts will only be accepted for purchases made between the "Promotional Period".
16. The total prize pool is 1,000 gift cards. Based on an average gift value of \$20.00, the total prize pool is valued at \$20,000.
17. Receipts cannot be used in conjunction with any other promotion.
18. The Promoter accepts no liability for broken or damaged goods as a result of misuse.
19. Gifts cannot be refunded or exchanged.
20. Subject to clause 16, if any prize (or part of any prize) in this Promotion is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize to the equal value and/or specification, subject to any written directions of the relevant Regulatory Gaming Authority.
21. Separate terms and conditions apply to Coles Gift Cards. Please refer to <https://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx> I for details on these terms. These terms and conditions have been determined by, and will be administered by, the retail store. Customers acknowledge and accept that neither Pacific Fair management, nor any AMP Group entity, has any responsibility or liability for the determination or administration of these retailer terms and conditions.

**General Terms and Conditions**

22. Except for any liability that cannot be excluded by law, the Promoter, any AMP Group Entity and each of their 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 or in connection with the Promotion, including, but not limited to, where arising out of the following:
    - (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
    - (ii) any theft, unauthorised access or third party interference;
    - (iii) 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;
    - (iv) any variation in prize value to that stated in these Terms and Conditions;
    - (v) any tax liability incurred by a winner or entrant; or
    - (vi) use of the prize.
  23. If for any reason this Promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
  24. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the promotion.
  25. The Promoter is bound by the Privacy Act 1988. By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information 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 information, which will be added to the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter.
  26. All entries become the property of the Promoter.
  27. The entrant must indemnify and keep indemnified the Promoter, the owners of Pacific Fair Shopping Centre, and all AMP Group entities ("the Indemnified Parties") against all demands, claims, liabilities, costs, expenses, losses and damage the Indemnified Parties may have or in the future suffer or incur including, without limitation, liability for personal injury (including death) to any person and damage to property arising out of or in connection with the entrant's participation
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in this competition or the entrant's use of the prizes whether caused or contributed to by the act or omission of the Indemnified Parties or not.

28. "AMP Group entity" means AMP Limited (ACN 079 354 519) and any Related Body Corporate from time to time of AMP Limited (including, without limitation, AMP Capital Investors Limited) and their respective directors, officers, employees, representatives, volunteers, servants and agents. 'Related Body Corporate' has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
  29. The laws of Queensland govern this Promotion.
  30. **The Promoter is AMP Capital Shopping Centres Pty Limited A.B.N No 13 001 595 955, Level 16, 50 Bridge Street, SYDNEY NSW 2000, AUSTRALIA, (with the registered office at 33 Alfred Street, SYDNEY NSW 2000) phone +61 7 5581 5100.**
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