

### **Terms and Conditions**

1. These terms and conditions apply to participants of the Spring Food Series gift with purchase Centre Offer (“Offer”). Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The “Promoter” is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is 73 Belmore Road, Randwick NSW 2031.
3. This Offer will be conducted at Royal Randwick Shopping Centre, 73 Belmore Road, Randwick, NSW, 2031, 02 9398 9099 (“Centre”).

### **ELIGIBILITY**

4. This Offer is only open to residents NSW aged 18 years or over who are able to attend the Centre during the promotional period to claim their Gift.
5. The following individuals are ineligible to participate in the Offer:
  - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter’s agencies that are associated with the Offer;
  - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
  - c. any person who the Promoter has previously notified is not permitted to participate in the Promoter’s offers.

### **OFFER PERIOD**

6. This Offer is available from 9am – 4pm AEST on Thursday 19 and Friday 20 September 2024, or until gift stocks run out (whichever is first) (“Offer Period”).

### **CLAIM INSTRUCTIONS**

7. To claim, eligible individuals must, during the Offer Period:

Spend \$60 or more at one or more participating retailers listed in schedule 1 (“Qualifying Spend”), in accordance with the following Qualifying Spend Tiers:

  - a. Present your Qualifying Spend receipt[s] to a staff member [to be stamped] at the offer desk located outside Sizeable Shoes on the ground floor during the promotional period, on the same day you make your Qualifying Spend to collect your gift upon successful validation of your claim;
8. For clarity, you may use multiple receipts from one or more participating retailers to comprise your Qualifying Spend and to claim on the same day you make your Qualifying Spend.
9. The following receipts are not accepted as part of this Offer:
  - a. receipts from the purchase of alcohol, tobacco, lottery tickets or gift cards; and

- b. receipts from the purchase of goods or services which have subsequently been refunded before you have completed your claim.

## **CLAIM LIMITS**

10. There is a limit of 1 claim per eligible person per Qualifying Spend receipt per day.
11. Each claim must be submitted separately in accordance with these Terms and Conditions. For clarity, you cannot use the same Qualifying Spend receipt/s for multiple claims.

## **GIFTS**

12. There are 1,000 gifts available for the entire Offer Period, while stocks last, awarded on a first-in basis.
13. The gift is Royal Randwick Shopping Centre branded hessian shopping bag valued at \$4.95.
14. Total gift pool valued at up to \$4,950.

## **UNCLAIMED GIFTS**

15. Any unclaimed gifts remaining at the end of the Offer Period will be randomly distributed to patrons at Royal Randwick Shopping Centre.

## **PROOF OF PURCHASE**

16. You must keep your Qualifying Spend itemised receipt/s as proof of purchase for each of your claims. Your Qualifying Spend receipts must clearly identify whether the Qualifying Spend was made, the product/s purchased (of which must be/comprise the Qualifying Spend) and the date of purchase (which must be during the Offer Period, before you claim).
17. If you don't produce the above proof of purchase for each of your claims when asked, the Promoter may disqualify each of your claims and you will lose any right to a gift.
18. Proof of purchase must be identical to that provided by you with your claims.
19. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.

## **GENERAL**

20. You must not:
  - a. tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
  - b. engage in any conduct that may jeopardise the fair and proper conduct of this Offer;
  - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Offer;
  - e. breach any law;

- f. breach any “community guidelines” issued by the Promoter from time to time, published at [www.royalrandwick.com.au](http://www.royalrandwick.com.au); or
- g. behave in a way that is otherwise inappropriate.

21. If relevant, incomplete, indecipherable or illegible claims will be deemed invalid.
22. If there is a dispute as to the identity of the participant, the Promoter reserves the right to determine the identity of the participant.
23. Gifts are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. Gifts and all elements of gifts must be taken as and when offered. If for any reason a successful claimant does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
24. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.
25. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift or part of a gift with an equal or higher value and/or specification, subject to any written directions from a regulatory authority if applicable.
26. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
27. Participants consent to the Promoter using the participant’s name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter’s retailer(s).
28. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting participating retailers) and participants (including a participant’s identity, age and place of residence) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. If this Offer is interfered with 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 to the fullest extent permitted by law to (a) disqualify a participant engaging in unauthorised intervention or fraud; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate and if applicable, subject to any written directions from a regulatory authority.
30. If any dispute arises concerning the conduct of this Offer, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter’s decision is final, and no correspondence will be entered into.

31. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a participant to automatically claim repeatedly is prohibited and will render all claims submitted by that participant invalid.
32. Your claim must be received during the Offer Period (or as otherwise specified in these Terms and Conditions) and will be deemed to be received only when received by the Promoter. If online or SMS claiming is available, you will receive a return message confirming your claim. You are responsible for your own costs associated with claiming. If you claim using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
33. The Promoter is not responsible for any tax implications arising from you claiming a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
34. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
35. The Promoter (including their respective officers, employees and agents) exclude 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 Offer, including without limitation:
  - a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any claim or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in the gift value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a participant; or
  - f. use of the gift,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

36. This Offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

## **PRIVACY**

37. In order to conduct this Offer, the Promoter needs to collect personal information about each participant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, if required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this information.

38. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the participant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Offer. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
39. The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how Australian participants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.

## Schedule 1

### Participating retailers:

- A Roy D
- American Nails
- Angel Brows & Skincare
- Bed Bath n Table
- Blooms the Chemist
- Bonza Brats
- Boost Juice
- Characters Hair Cutters
- Chestnut Café
- Christopher's Cake Shop
- Costi Seafoods
- Cotton On
- Cut Plus
- Decjuba
- Diamond Globe Jewellers
- Evolution Laser Clinic
- Field to Fork
- Green Valley Spices
- Hero Sushi
- Janina's Florist
- Just Cuts
- KFC
- Kidstuff
- King of the Pack
- Mad Mex
- Magic Touch Massage
- Mc Donald's
- Millennium Babe
- Miracle Supermarket
- Mister Minit
- NewsXpress
- NIK NAK
- Oporto
- OPSM
- Professionail
- Randwick Gourmet
- Running Bare
- Seed
- Shop & Wash
- Singh Smart Alterations
- Sizeable Shoes
- Smart Mobile Zone
- Soul Origin
- Specsavers
- Sushi Junction
- The Shed
- Vina Bakehouse