#### **Terms and Conditions**

- These terms and conditions apply to entrants to the 'WIN A CAR: BLACK FRIDAY COMPETITION' Centre Promotion ("Promotion"). Participation in this Promotion 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 322 Moggill Rd, Indooroopilly QLD 4068.
- 3. This Offer will be conducted at Indooroopilly Shopping Centre, 322 Moggill Road Indooroopilly QLD 4068, 07 3378 4022 ("Centre").

### ELIGIBILITY

- 4. This Promotion is only open to residents of QLD aged 18 years or over who are able to attend the Major Prize draw at Indooroopilly Shopping Centre at 6:00pm AEST on Thursday, 5 December 2024, or nominate a suitable proxy to attend.
- 5. The following individuals are ineligible to enter the Promotion:
  - 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 Promotion;
  - 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 enter the Promoter's promotions.

#### **PROMOTION PERIOD**

 This Promotion commences at 9am AEST on Monday, 11 November 2024 and ends at 11:59pm AEST on Sunday, 1 December 2024 ("Promotion Period").

#### HOW TO ENTER

- 7. To enter this Promotion, eligible individuals must, during the Promotion Period:
  - a. Spend \$50 or more in the one transaction at participating retailers at Indooroopilly Shopping Centre ("Qualifying Spend"), exclusions apply, see clause 12. See Appendix A for list of retailers; and
  - b. then visit <u>www.indooroopillyshopping.com.au</u> or scan the QR code on any of the promotional advertising displayed in the Centre and complete the online entry form and upload a valid receipt to enter.
- 8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 9. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoter's database and to be used in accordance with the purposes set out in these Terms and Conditions.
- 10. For clarity the \$50 spend must be met in the one transaction.
- 11. Entries must not appear to promote any goods or services other than those of the Centre or the Centre's retailers participating in this Promotion.
- 12. 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.
- c. Receipts using After Pay, Klarna, Zip Pay or purchases made via a similar service are not accepted as part of this Promotion.
- 13. Entrants must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for an entry when requested may result in invalidation of that entry and forfeiture 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 but prior to entry.

## LIMITS ON ENTRY

- 14. Limit of 20 entries permitted per eligible person during the Promotion period.
- 15. Each claim must be submitted separately in accordance with these Terms and Conditions. For clarity, you cannot use the same Qualifying Spend receipt for multiple claims.
- 16. Customers will receive one entry into the competition for each receipt uploaded, regardless of spend.

# PRIZE DETERMINATION

- 17. The finalists draw will take place at Level 5, 322 Moggill Road, Indooroopilly at 11:00am AEST on Monday 2 December 2024. The Promoter may draw reserve entries and record them in order in case of an invalid entry/entrant or a prize is unclaimed.
- 18. There will be 4 finalists drawn, and those drawn finalists, upon accepting being a finalist, will be entered into the Major Prize draw. There will be 4 finalists in total.
- 19. The finalists will be drawn at random by computerised random selection.
- 20. The Major Prize Draw will take place at Level 2 322 Moggill Road, Indooroopilly at 6:00pm AEST on Thursday, 5 December 2024.
- 21. The Major Prize winner will be determined as follows:
  - Each finalist will be pick one (1) of the four (4) keys in the order the finalists were drawn (e.g. the first drawn finalist on Monday 2 December will get the first pick, the second drawn finalist on Monday 2 December will get second pick, and so one with the 4<sup>th</sup> key going to the last finalist that was drawn on Monday 2 December; and
  - b. When prompted, each finalist will press the key in the order they were drawn as finalists to unlock the car and reveal who has won the Major Prize.
- 22. Each of the three (3) finalists that don't win the Major Prize will receive a runner's-up prize.
- 23. This is a game of chance.

### WINNER NOTIFICATION

- 20. The 4 x finalists will be notified by phone on the day of determination. The finalists will have their entry verified by the Promoter. A winner of a prize may have their name published on
- www.indooroopillyshopping.com.au on Friday 6 December 2024 for a period of 28 days.
- 21. The Promoter will share the major prize winner's contact information with the Automall West to arrange collection of the prize which will be within 4 weeks of announcement.
- Runner up prizes can be collected from the Information Desk on level 2 at 322 Moggill Road Indooroopilly during centre opening hours (Monday – Wednesday and Friday 9am - 5:30pm, Thursday 9am – 9pm, Saturday 9am – 5pm and Sunday 10am – 4pm AEST).

### PRIZES

Prize	Individual prize value	Quantity	Total

1	Cupra Leon V car	\$45,888	1	\$45,888	
	Includes: 5-year				
	warranty, full tank of				
	fuel, Roadside				
	assistance for 5 years.				
2	Indooroopilly Shopping	\$500	3	\$1,500	
	Centre Gift Card				
	<b>TOTAL</b> 4 \$47,388				

23. Total prize pool valued at \$47,388.

### PRIZE CONDITIONS

24. Prize No. 1 is subject to the following conditions:

- a. Does not include comprehensive insurance, or any accessories not specified
- b. Winner must arrange car insurance cover note and provide proof prior to collection.
- c. Winner must hold eligible driver's license and registration eligibility in Queensland.
- d. Winner must attend Automall West to collect prize.
- e. Winner must provide all the information and sign all documents required to allow the Promoter to register the vehicle in your name before collection.
- f. Winner must be at least 18 years of age.
- g. Winner must be able to register and operate the vehicle in your name in accordance with applicable laws. However, if you are unable to register the vehicle in your name then you may transfer it to another eligible driver's license holder for the purpose of registration.
- 25. Prize No. 2 is subject to the following conditions:
  - a. Indooroopilly Shopping Centre gift cards are valid for 3 years from the Issue Date. The Issue Date can be found on the back of the gift cards. The Expiry Date is 3 years from the Issue Date.
  - b. The gift cards will be void and may not be redeemed after the Expiry Date.
  - c. Defaced, mutilated, altered, lost or stolen gift cards will not be replaced, refunded or redeemed.
  - d. Participants should treat the gift cards like cash. Anyone holding either gift card can use its value to make purchases.
  - e. Reissue of gift cards is not available unless the gift cards are proven to be faulty or damaged. If you believe that your card/s is faulty or damaged, visit the Customer Service Desk. In the event that a gift card is reissued, the reissued gift card will be credited with the funds remaining and will adopt the expiry date of the original gift card based upon the date of purchase of the original gift card.

#### UNCLAIMED PRIZES

- 26. Prize claim date: 5 March 2025.
- 27. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw, on 6 March 2025 The winner will be notified by phone or email. Any winner of a prize may have their name published on www.indooroopillyshopping.com.au for a period of 28 days.

- 28. You must not:
  - a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
  - 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 Promotion;
  - e. breach any law;
  - f. breach any "community guidelines" issued by the Promoter from time to time; or
  - g. behave in a way that is otherwise inappropriate.
- 29. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
- 30. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
- 31. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize 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 prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 32. For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 33. If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 34. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 35. If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 36. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 37. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

- 38. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
- 39. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
- 40. Entrants consent to the Promoter using the entrant's 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
- 41. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 42. If this Promotion 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 an entrant engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 43. If any dispute arises concerning the conduct of this promotion, 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.
- 44. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. 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.
- 45. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If online or SMS entry is available, you will receive a return message confirming your entry. You are responsible for your own costs associated with entering. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 46. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this Promotion 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.
- 47. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
- 48. 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 *Australian 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 AND / OR New Zealand] ("Non-Excludable Guarantees").

- 49. 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 Promotion, including without limitation:
  - a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any entry 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 prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by an entrant or winner; or
  - f. use of the prize,

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).

50. This Promotion 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

- 51. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
- 52. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant 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 competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <a href="http://www.dexus.com/who-we-are/privacy-policy">http://www.dexus.com/who-we-are/privacy-policy</a>. Unless otherwise indicated by the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
- 53. If you have marked the "opt-in" box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the Spam Act 2003 (Cth), the third party 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 should contact the relevant third party/ies for their privacy policy/ies.
- 54. The Dexus Group Privacy Policy also contains information about how entrants may access, update or

correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.

Adairs	Florsheim	Metro News	Seed
Aesop	Footgear	Mimco	Sephora
Aje	Forever New	Miniso	Shaver Shop
Andrew's Grill	Foster & Black	MJ Bale	Sheike
Anthony's	Foundry	Morrison	Sheridan
Aquila	Gazman	Mott & Mulberry	Shoes & Sox
Archer	General Pants	Mr Toys	Sketchers
Athlete's Foot	Georg Jensen	Myer	Skin Kandy
Australian Skincare Clinics	Ghanda	Nail Society	Smiggle
Automall West	Gifts for you	Napoleon Perdis	Spec Savers
Bailey Nelson	Glassons	Nike	Sportscraft
Bed Bath N Table	Gong Cha	Nine West	Sportsgirl
Bentley's Camera House	Gorman	Novo	Stacks Discounts
Betts	Gunshop Café	Nude Lucy	Star Car Wash
Billini	H&M	OPSM	Stefan's
Blue Illusion	H&S Barber	Optus	Strandbags
Bonds Kids	Hapytel	Oroton	Stylerunner
BOSS	Health Squared	Oscar Oscar	Sunglass Hut
Bras N Things	Honey Birdette	Oscar Wylee	Surf Dive N Ski
Bupa Optical	Icontact	Pandora	Sushi Sushi
Café One	Indooroopilly Florist	Paperjamm	Sussan
Caffe Cherry Beans	Industrie	Paradise Massage	Swarovski
Calvin Klein	Jacqui E	Pera	T2
Camilla	Jay Jays	Perfect Potion	Table 26
Casphone	JB HIFI	Perfect Stranger	Target
Celebrity Ink	JD Sports	Peter Alexander	Tarocash
Cincotta Pharmacy	Jo Mercer	Peter Jackson	Telstra
Cinnabon	Just Cuts	Platypus	That kitchen Shop
Citybeach	Just Jeans	Polish Nail	The Body Shop
Col Nayer	Kathmandu	Polo Ralph Lauren	The Coffee Club
Col Nayer Original	Kidstuff	Popmart	The French Door
Connor	Kikki K	Portmans	The Nail Bar
Cotton On Body	Kitten D'Amour	Price Attack	The Somewhere Co
Cotton On Kids	Kmart	Priceline	T-Mate Mobile
Cotton On Mega	Kookai	ProfessioNAIL	Tommy Hilfiger
Country Road	Laser Clinics	ProNails	Tooth Booth
Cue	Laubman & Pank	Prouds	Tree of Life

Cupra	Le Bon Choix	PTC	Trenery
DAISO	Let's Indulge	Pure Baby	Unique Phone Accessories
Dangerfield	Lilley Place	Pure Indulgence	UNIQLO
David Jones	Little Baguette	QBD	Universal Store
David's Noodle & Hot Pot	Little Sparrow	RC & CO	Veronika Maine
Decjuba	L'Occitane	Rebel	Vik & Woods
Dissh	Look Smart Alterations	Refreshed Massage	Vodafone
Donut King	Lovisa	Review	Wallace Bishop
Dotti	Lululemon	Ri Fashion	Watch & Battery Kiosk
Dusk	Magic Brow Bar	RM Williams	Wax It
Dymocks	Mancave Barber	Rodd & Gunn	Witchery
East West Foods	Massage Philosophy	S+S Hair & Beauty	YD
Elite Supplements	Mathers	Saba	Zimmermann
Endota	Mecca Cosmetica	Salt by Café One	Zing Pop
Essential Beauty	Mecca Maxima	Scanlan Theodor	
Fast Times	Melrose Ave Fashion	Scotch & Soda	
Flight Centre	MG	Seafolly	