

# AW17 GIFT WITH PURCHASE ('Promotion')

## TERMS AND CONDITIONS OF ENTRY

- 1) Information on how to participate in this promotion forms part of these terms and conditions of entry. Participation in this promotion is deemed acceptance of these terms and conditions of entry.
- 2) This promotion is being run at Emporium Melbourne, 287 Lonsdale Street Melbourne, VIC 3000 (the 'Centre') during the Promotional Period.
- 3) The Promotion commences at 10am on Friday 28<sup>th</sup> April 2017 until 10pm Wednesday 17<sup>th</sup> May 2017 or until stocks last, whichever occurs first ('Promotional Period').
- 4) The promoter of this Promotion is Vicinity Centres PM Pty Ltd (ACN 101 504 045 / ABN 96 101 504 045) as disclosed agent for the owners of the Centre at Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone Victoria 3148 Telephone: 03 9936 1222 ('Promoter').
- 5) Officers, employees and immediate families of officers and employees of the Promoter, the associated companies and contractors of the Promoter, retailers at the Centre and any other agencies associated with this Promotion are ineligible to enter.
- 6) Promotion open to entrants of any age.
- 7) Number of entries: Only one entry per person per day.

### Gift with Purchase Promotion

- 8) People may enter the Promotion by spending a total of \$500 or more during one day at Emporium Melbourne stores in the Centre (excluding Myer, David Jones, The Strand, Melbourne Central, After-Pay, Gift Cards, lay-by purchases, ATM withdrawals and utility bill payments) and presenting valid receipt(s) at the Concierge Desk located on Ground Floor near Nespresso. Multiple receipts may be aggregated to reach the minimum spend.  
  
Every entrant who adheres to the promotional terms & conditions set out within this document will receive a Gift until all Gifts are exhausted. The customer will need to provide their full name, postcode, email address and any other required details on redemption of the "gift" and in doing so, provides permission to join the Centre's promotional database.
- 9) The gift consists of one Viktoria + Woods scarf valued at RRP \$129.00 each ('The Gift'). There are a total of 300 gifts available for this promotion. All gifts are subject to any written conditions provided with the Gift.

- 10) The Gift awarded may not be exactly as illustrated in displays or marketing for the Promotion.
- 11) Unless otherwise specified, gifts or any unused portion of a gift, are not exchangeable or transferable and cannot be redeemed for cash.
- 12) If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift equal to the value and/or specification, subject to any written directions from a regulatory authority.
- 13) The Promoter reserves the right to verify the validity of entries, gift claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or gift claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 14) 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, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Promotion to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 15) The Promoter's decision is final and no other correspondence will be entered into.
- 16) It is a condition of entry that the entrant consents to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a Gift (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Promotion (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters in the Centre(s) or otherwise.
- 17) By entering the Promotion, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a gift, or using or permitting any other person to use the gift, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 18) Authorised under permit numbers: not applicable

### Privacy, Spam Act and Do Not Call Register Act Statement:

The Promoter collects the entrants' personal information to assist it in promoting the Centre and the retailers of the Centre and to process the promotion entries. By entering the promotion, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter (or any of its related companies) contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;
- (b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:
  - (i) assist the Promoter in promoting the Centre and the retailers of the Centre or running promotions (including by sending electronic messages or telephoning the entrant on the Promoter's behalf); or
  - (ii) use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services),

without any further reference, payment or other compensation to the entrant. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners' names published as required under the relevant lottery legislation. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.

