

TERMS AND CONDITIONS – GIFT WITH A PURCHASE

Spring Fashion Gift With Purchase

SCHEDULE	
Item 1: Promotion Name	Spring Fashion Bonus \$20 Gift Card
Item 2: Promoter	Stockland Property Management Pty Limited ABN 22 000 059 398 of Level 25, 133 Castlereagh St, Sydney 2000
Item 3: Participating Retailers	AC Girl, Autograph, Bardot, Bardot Junior, Becsa, Best & Less, Betts, Bhrasi, Billini, Black Art Clothing, Bras N Things, Blue Sky Kids Land, Carters Osh Kosh, City Chic, Clever Fruit, Colette by Colette Hayman, Connor, Cotton On, Cotton On Kids, Crossroads, Designer Collection, Direct Shoe Warehouse, Ed Harry, Forcast, Fresh Soul, Head to Toe, Insport, Jay Jays, Johnny Bigg, Katies, KI Collection, Lalique, Little Bambini & Friends, Lonsdale, Lovisa, Lowes, Millers, Mink, Noni B, Novo, Rivers, Roger David, SES, Sheriton, Shoe Box, Spend-less Shoes, Sportsco, Sportsgirl, Strandbags, Sussan, Suzanne Grae, Tarocash, Tattoo, Temt, The Athlete's Foot, Unique Accessories, Unique Shoes & Bags, Urban Culture, Urban Equipment, Valleygirl, Vogue Clothing, Windsor & Lux, yd.
Item 4: Gift	230 x \$20 Stockland Gift Cards
Item 3: Permit Number	LTPS-17-16914

1 Introduction

- 1.1 Participation in this Promotion and information regarding redemption of any Gifts forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. Entry into this Promotion is deemed acceptance of these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from the Centre Management Office or www.stockland.com.au/merrylands.

2 Privacy Collection Notice

This Notice explains how the Promoter and its affiliates ("We"), manage your personal information and complaints. More information can be found on our Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm>.

- 2.1 **We collect your personal information** directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
- 2.2 **We will use your personal information primarily** to conduct the competition, advise if you a winner, and provide information about the products and services you have requested offered by us and our affiliate retailers. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your entry.
- 2.3 **We may disclose your personal information**, including updates, to consultants, agents or contractors acting on Stockland's behalf, parties to whom Stockland has outsourced various functions, our related parties, entities and trusts, and regulatory authorities where required by law. We may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers.
- 2.4 **Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint**, and how we will deal with the complaint.

3 **You may contact us by** email at: privacy@stockland.com.au or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

4 **Duration**

- 4.1 This Promotion runs from 9am Monday 11 September to 4pm Sunday 8 October 2017 or when the Gifts have been exhausted ("Promotional Period").

5 **Eligibility**

- 5.1 This Promotion is only open to residents New South Wales.
- 5.2 Directors, officers, management, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.
- 5.3 If the participant is under the age of 18 years, the Gifts will be awarded to the winner's nominated parent or legal guardian.

6 **Method of entry**

- 6.1 To enter, participants must during the Promotional Period:
- (a) make a purchase of \$100 or more at any Participating Retailer; and
 - (b) present proof of their purchase by presenting up to two receipts totalling \$100 or more spent at a Participating Retailer to the Stockland Customer Care Desk at Stockland Merrylands.
- 6.2 After presenting receipt in accordance with clause 6.1, participants will immediately receive one Gift. Participants are entitled to one Gift per person, per day. Stockland, at its absolute discretion will determine which Gift the participant will receive. The Gift available for redemption will change for each week of the Promotion.

- 6.3 Receipts from lay by payments, payments of bills or accounts and receipts from the purchase of gift vouchers, tobacco products, alcohol products and lottery products are excluded and cannot be used to claim a Gift under this Promotion.
- 6.4 Each receipt will be validated. All receipts must be clearly identified as being from a Participating Retailer, and must carry a date on the same day of presentation. Each receipt must be dated within the Promotional Period and a Gift (subject to availability) can only be claimed on the same day that a valid retail purchase has been made in accordance with these terms and conditions. All receipts must be original. Duplicate, copied, faxed, forged, illegible, mutilated or tampered with receipts will not be accepted.
- 6.5 The redemption of the Gift will take place during the Promotional Period only at the Customer Care Desk at Stockland Merrylands located near Zamels. The Customer Care Desk is open Monday to Wednesday from 9am to 5.30pm, Thursday 9am to 9pm, Saturday 9am to 5pm and Sunday 10am to 4pm. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a Gift.
- 6.6 The Promoter reserves the right to verify the validity of entries and participants if and when required (including a participant's identity and place of residence) and to disqualify any participant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7 Gifts

- 7.1 The total amount of Gifts for this Promotion consists of the number of Gifts noted in Item 4. All Gift values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the Gift value. Separate terms of use apply to the Gift and further details can be obtained through contacting the Centre Manager or stockland.com.au/shopping-centres/centres/stockland-merrylands/gift-cards.
- 7.2 Gifts are not transferable, redeemable or exchangeable for cash. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen free gifts once they are redeemed.
- 7.3 If the Gift (or part of any Gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute that Gift (or that part of the Gift) to the equal value.
- 7.4 Should stock allocation of the Gift be exhausted prior to 4pm, Sunday 25 June. Communication will be provided to all Participating Retailers and posted on Stockland Merrylands signage to communicate to customers the offer is no longer available.

8 Release and indemnity

- 8.1 The Prize may come with guarantees from the Prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any prize, , except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

8.2 This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook. Entrants acknowledge that:

- (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook; and
- (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook; and
- (c) entrants release Facebook and their associated companies from all liability arising in respect of the Promotion, use of the Prize and use or publication of the image.

9 Termination of Promotion

9.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to applicable laws.

10 Decisions final

10.1 The Promoter's decision relating to the Promotion and/or redemption of the Gifts is final and no discussions or correspondence with participants or any other person will be entered into.