

# **TERMS AND CONDITIONS**

## **21<sup>st</sup> BIRTHDAY GIFT WITH PURCHASE**

<b>SCHEDULE</b>	
<b>Item 1: Promotion Name</b>	<b>21<sup>st</sup> Birthday Gift with Purchase</b>
<b>Item 2: Promoter</b>	<b>Ocean Keys Shopping Centre</b> Promoter: AMP Capital Investors Limited trading as Ocean Keys ABN 001 777 591 of 36 Ocean Keys Boulevard Clarkson, WA 6030
<b>Item 3: Participating Retailers</b>	All retailers.

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. This promotion will be conducted at Ocean Keys Shopping Centre in Perth, WA ("**Centre**").
4. Promotion commences on Thursday 23 June and ends at 5pm AWST on Sunday 26 June 2022 ("**promotional period**") or while stocks last.
5. To receive a complimentary gift, individuals must complete the following steps during the Promotional Period:
  - a) Spend \$80 or more at any specialty store including Kmart or \$200 or more at ALDI, Coles and Woolworths ("**minimum spend**").
  - b) Present their receipt(s) to the Information Desk on the same day of purchase.
  - c) Present stamped receipt(s) to House, Ocean Keys to redeem their complimentary gift.
6. Customers will receive one (1) Cellar Tonic 500ml Stemless White Wine Glass Set of 4 from House, valued at \$49.99.
7. Customers may combine receipts from participating retailers at Ocean Keys Shopping Centre to achieve the minimum spend, however receipts must be from the same day.
8. Incomplete or illegible claims will be deemed invalid. If any receipt(s) used in connection with this promotion, are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipt(s), the Promoter has the right to invalidate a claimant's claim and the claimant will forfeit their right to a gift.
9. Ocean Keys tenants and their employees (and their immediate families) who participate in the promotion must present a receipt from a store other than their employment. Receipts presented from their store of employment are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
10. Individuals must redeem the complimentary gift on the same day of purchase.
11. The Promoter reserves the right to mark a receipt to signify the receipt has been used to redeem a complimentary gift.
12. One (1) complimentary gift is permitted per person, per day, regardless of the amount spent.
13. Complimentary gift available while stocks last.
14. Gifts are not transferable or exchangeable and cannot be taken as cash. The total value of the gift pool is \$49,990.

15. Receipts from medical service expenses, tobacco purchases, and lay-by payments, except for the total amount (upon completion) gift voucher/card purchases, interest free purchase payments, ATM receipts, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills), undated receipts, receipts dated outside the Promotional Period and receipts which have already been used to redeem a gift cannot be presented as receipts to receive a complimentary gift.
16. Individuals must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the individual's opportunity to receive a complimentary gift. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
17. The Promoter reserves the right, at any time, to verify the validity of the receipts and individuals (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the redemption process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
18. The Promoter's decision is final and no correspondence will be entered into.
19. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify a receipt(s); or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 the promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
22. The Promoter collects personal information ("**PI**") in order to conduct the competition and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.ampcapital.com](http://www.ampcapital.com). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the

Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).