

TERMS AND CONDITIONS

VALENTINE'S DAY GIFT WITH PURCHASE

SCHEDULE	
Item 1: Promotion Name	Ocean Keys Shopping Centre Valentine's Day Gift with Purchase
Item 2: Promoter	Ocean Keys Shopping Centre Promoter: AMP Capital Investors Limited trading as Ocean Keys ABN 001 777 591 36 Ocean Keys Boulevard Clarkson, WA 6030
Item 3: Participating Retailers	All retailers at Ocean Keys Shopping Centre, excluding Coles and Woolworths.

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. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, Ocean Keys Shopping Centre, tenants and their employees of the promoter and agencies associated with this promotion 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 1st cousin.
4. This promotion will be conducted at Ocean Keys Shopping Centre in Perth, WA ("**Centre**").
5. Promotion commences on Wednesday 6 February and ends at 9pm on Thursday 14 February ("**Promotional Period**").
6. To receive a complimentary gift, individuals must complete the following steps during the Promotional Period:
 - a) Spend \$50 or more at selected stores in Centre ("**minimum spend**").
 - b) Present their receipts of \$50 or more to the Information Desk to confirm the amount spent, the purchase date and the retailer.
7. Incomplete, indecipherable, or illegible receipts will be deemed invalid.
8. may combine receipts from participating retailers at Ocean Keys Shopping Centre to total the required minimum spend of \$50, however purchases must be made on the same date.
9. Individuals can only redeem the complimentary gift on the day of the receipt purchase date. No entry will be issued after a date has passed on a receipt.
10. The Promoter reserves the right to mark a receipt as used to redeem a gift.
11. Receipts from Coles, Woolworths, travel purchases over \$500, transaction receipts, medical service expenses, tobacco purchases, lottery transactions, business purchases over \$500 and lay-by payments, except for the total amount (upon completion) gift voucher/card purchases, interest free purchase payments, EFTPOS and 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 enter.
12. Free gift available whilst stocks last.

13. Only one (1) complimentary gift is permitted per person, regardless of the amount spent.
14. 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 but prior to entry.
15. 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 entry 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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 any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. 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.
19. 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.
20. 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. 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).