

EAT TO WIN
TERMS AND CONDITIONS

- 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) The promoter is AMP Capital Shopping Centres Pty Limited (ABN 13 001 595 955) trading as Ocean Keys Shopping Centre of 36 Ocean Keys Boulevard, Clarkson WA 6030 AUSTRALIA telephone 08 9407 2400 ("**Promoter**").
- 3) Entry is only open to Australian residents aged 18 years or over.
- 4) Employees (and their immediate families) of the Promoter, 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.
- 5) This promotion will be conducted at Ocean Keys Shopping Centre of 36 Ocean Keys Boulevard, Clarkson WA 6030 AUSTRALIA
- 6) Promotion commences on Monday 8 July 2019 and ends at 5.00pm AWST on Sunday 21 July 2019 ("**Promotional Period**").
- 7) To enter, individuals must complete the following steps during the Promotional Period:
 - a) Spend at any participating food or beverage retailer listed under item seven (7) at Ocean Keys Shopping Centre.
 - b) Present their purchase receipt(s) to the Information Desk to receive an entry form.
 - c) Submit the completed entry form into the entry barrel located next to the Information Desk.
- 8) The 21 participating food and beverage retailers are:
 - a) Berryme
 - b) Boost Juice
 - c) Bucking Bull
 - d) Cold Rock Ice Creamery
 - e) Donut King
 - f) Essence Café
 - g) Great Wall Chinese BBQ
 - h) Grill'd
 - i) Hi Thai
 - j) Jamaica Blue
 - k) Kurdish Kebabs
 - l) Muffin Break
 - m) Nando's
 - n) Sapporo Sushi
 - o) Shingle Inn
 - p) Skewerz Kebabz
 - q) Small Asian Café
 - r) Sumo Salad
 - s) The Coffee Club
 - t) Wendys
 - u) Yamato Sushi
- 9) Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 10) Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements.
- 11) Entrants must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in

invalidation of ALL of an entrant's entries and forfeiture of 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.

- 12) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (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.
- 13) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 14) The draw will take place at Ocean Keys Shopping Centre on Monday 22 July 2019 at 3pm (AWST). ("Draw"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. An entrant does not need to be in attendance at the Draw in order to win a prize.
- 15) The winner will be notified by phone within two (2) business days of the Draw.
- 16) The Promoter's decision is final and no correspondence will be entered into.
- 17) The first valid entry drawn will win the following prize:
 - a) PS4 Playstation 4 1TB Days of Play Limited Edition Console
 - b) DriveClub (Playstation Hits)
 - c) Little Big Planet 3 (Playstation Hits)
 - d) Ratchet & Clank (Playstation Hits)
- 18) If for any reason a winner does not claim a prize (or an element of the prize) within two (2) weeks of the determination of the winner of a lottery, the Promoter will notify the first alternate winner (and in the case that alternate winner fails to claim the prize, all further alternate winners) in accordance with these terms and conditions. If no prize winner claims the prize (or an element of the prize) within two (2) weeks of being notified, the Promoter will notify WA Fair Trading and re-determine any winner of the prize in accordance with the directions of WA Fair Trading.
- 19) If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 20) Total prize pool value is \$430.10.
- 21) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 22) Entrants consent to the Promoter using their 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 for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 23) 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.

- 24) 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 WA ("**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.
- 25) 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.
- 26) As a condition of accepting a prize, the winner must sign any legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 27) As a condition of accepting a prize, each winner agrees to assist the Promoter with any regulatory obligations which may arise as a result of awarding a prize including (without limitation) Anti-Money Laundering obligations (if applicable).
- 28) 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).