

**“MACQUARIE CENTRE – SANTA PHOTOGRAPHY: EARLY BIRD 2023” PROMOTION  
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) of 50 Bridge Street, Sydney NSW 2000 AUSTRALIA telephone 02 8048 8230 (“**Promoter**”).
3. Employees (and their immediate families) of the Promoter, tenants and their employees of the promoter and agencies associated with this promotion are ineligible to claim. 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.
4. The Promotion commences at 9:30am Wednesday 18 October 2023 and ends at 10pm on Friday 1<sup>st</sup> December 2023 or while stocks last (“**Promotional Period**”).
5. To be eligible to participate in this Santa Photography Early Bird Promotion and receive a \$10 discount on your Santa photos, customers must:
  - a) Pre-book in a Santa Photography session for the dates Sat 18th – Fri 24th Nov and Mon 27th Nov – Fri 1st Dec and use **PROMO CODE: P233138**. Bookings must be within those dates only, excluding Pet Photography sessions. Valid for first 1000 bookings on these dates.
  - b) Customers must purchase a Santa photography package worth \$30.95 or more.
6. To redeem the \$10 discount, Customers must pre-book online for the dates listed above and for a package of \$30.95 or more excluding pet photography.
7. All participants in the promotion will be added to the Macquarie Centre e-newsletter database and may be contacted via email or SMS from time to time.
8. No responsibility will be taken by Macquarie Centre for non-acceptance of the Gift.
9. The total prize pool (1000 x \$10 discounts) is valued at \$10,000 AUD, or \$10 per booking.
10. Macquarie Centre accepts no responsibility or liability for any costs associated with the use of the prize other than the ones listed as part of the prize.
11. Rescheduling and cancellation will fall under Scene to Believes cancellation policy however the \$10 discount cannot be carried over to a date outside the promotional period listed above.
12. Macquarie Centre accepts no responsibility or liability for personal injury that may occur as a result of acceptance of any gifts.
13. 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.
14. 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.
15. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to cancel the prize being issued at any time.
16. 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.

17. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
18. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
19. 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.
20. 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.
21. 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 [dexus.com/privacy-policy](https://dexus.com/privacy-policy). 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).