

**“LUNAR NEW YEAR – DINING INSTAGRAM COMPETITION” 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 Macquarie Centre (ABN. 13 001 595 955), managed by AMP Capital Shopping Centres, Cnr. Herring and Waterloo Rds. Phone: 02 9887 0800 (“**Promoter**”).
3. Entry is only open to visitors of Macquarie Centre. 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 1<sup>st</sup> cousin.
4. Promotion commences at 10am AEDT on Monday 16 January and ends at 11.59pm AEDT on Friday 20 January 2023 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period:
  - a) ‘Like’ the Lunar New Year Competition Instagram post on the Macquarie Centre Instagram
  - b) Tag a friend in the comments and mention a restaurant
  - c) Follow, or ensure they are already following, the Macquarie Centre Instagram account with the handle @macquariecentre
6. Incomplete, indecipherable, or illegible entries will be deemed invalid.
7. Multiple entries permitted per competition, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements
8. 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.
9. 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.
10. There will be 8 draws conducted for the entries received during the Promotional Period (each a “Draw”). The Draws will take place at Macquarie Centre, Cnr. Herring and Waterloo Rds at 11.30am on 20<sup>th</sup> January 2023. The Promoter may draw additional reserve entries in each Draw and record them in order in case an invalid entry or ineligible entrant is drawn. Un-drawn entries in each Draw will NOT be entered into any subsequent Draw(s). An entrant does not need to be in attendance at the Draw in order to win a prize.
11. The winner(s) will be notified by a comment on the relevant Instagram post within three (3) business days of the Draw. The Promoter’s decision is final and no correspondence will be entered into.
12. The first valid entry drawn in each Draw will win 1x \$50 Macquarie Centre Gift Card. There are eight prizes to be won, with a total prize pool value of \$400.
13. The following conditions apply to the prize: The Gift Cards will be valid until September 2025. The Gift Card will be void and may not be redeemed after the Expiry Date. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed. Winners should treat this Gift Card like cash. Anyone holding the Gift Card can use its value to make purchases. Reissue of Gift Cards is not available unless the Gift Cards are proven to be faulty or damaged. If you believe that your card is faulty or damaged, visit the Customer Service Desk. In the event that a Gift Card is reissued, the

reissued Gift Card will be credited with the funds remaining and will adopt the Expiry Date of the original Gift Card based upon the date of purchase of the original Gift Card.

14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
15. To redeem the prize, each winner must liaise with Macquarie Centre to organise a date and time to collect from the Concierge Desk. In the event that any winner does not respond as per the specified date in the Instagram comments, or pick up the prize by the communicated time, this may result in a re-draw.
16. 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.
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. Any cost associated with accessing the promotional Instagram page is the entrant's responsibility and is dependent on the Internet service provider used.
19. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
20. 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.
21. 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.
22. 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.
23. As a condition of accepting a prize, each winner must sign any legal documentation as and 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. In the event a winner is under the age of 18, a

nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

24. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://instagram.com/legal/terms/>.
25. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
26. 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).

**NSW Permit No. LTPM/19/04969**