# MACQUARIE CENTRE BLACK FRIDAY "THE HIDEAWAY" COMPETITION

## **Terms and Conditions**

- 1. These terms and conditions apply to entrants to 'The Hideaway' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The "Promoter" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is Corner Waterloo Rd, Macquarie Park NSW 2113.
- 3. This promotion will be conducted Macquarie Centre, Corner Waterloo Rd, Macquarie Park NSW 2113, 02 9887 0800 ("Centre").
- 4. NSW Authority No. APP-0012462298

## **ELIGIBILITY**

- 5. This Promotion is only open to residents of NSW aged 18 years or over who are able to attend the Centre during opening hours between Friday 29 November until Monday 2 December to claim the Prize.
- 6. The following individuals are ineligible to enter the Promotion:
  - employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Promotion;
  - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
  - c. any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

# **PROMOTION PERIOD**

7. This Promotion commences at 9:30am AEST on 29 November and ends at 5pm AEST on Monday 2 December ("Promotion Period"). The gift is available from 9:30am AEST on 29 November during valet opening hours and is available while stocks.

## **CLAIM INSTRUCTIONS**

- 8. To claim, eligible individuals must, during the Promotion Period:
  - a. Spend \$500 or more at participating retailers in one day ("Qualifying Spend")
  - b. Complete the online 'The Hideaway' redemption form via our website. Once the form is complete, customers will receive a confirmation email to present for redemption.
  - c. Present the confirmation email and valid Proof of Purchase receipts (up to 3) totalling at least \$500 to the Concierge Desk or Valet Desk during opening hours. Only physical receipts will be accepted, and no reprint or duplicate receipts will be accepted.
  - d. To facilitate the collection of your ticket, successful claimants should share the email address that received the form confirmation email, as well as their first and last name, to the relevant staff at the Concierge or Valet Desk.
  - e. For the first 400 eligible customers, gifts are only available to be collected from Valet during opening hours. The collection of gifts is on a first come first serve basis and no prizes will be placed on hold for customers.

- 9. For clarity, you may use multiple receipts from one or more participating retailers (up to 3) to comprise your Qualifying Spend and must submit a form entry on the same day you make your Qualifying Spend.
- 10. The following receipts are not accepted as part of this offer:
  - a. Nonparticipating retailers
  - b. Receipts from the purchase of alcohol, tobacco, lottery tickets or gift cards; and
  - c. Receipts from the purchase of goods and services which have subsequently been refunded before you have completed your claim.
  - d. Digital receipts, i.e. shopback
  - e. Photographs of physical receipts
  - f. Receipts that have been reprinted or duplicated
- 11. Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.
- 12. The Promoter is not responsible if a participating retailer is unable to provide the required printed receipt. All retailers have been made aware of the requirements of the campaign.

# **CLAIM LIMITS**

There is a limit of 1 claim per eligible person per Qualifying Spend receipt, for the entire Offer Period.

#### **GIFTS**

There are 400 Hideaway gifts available for the entire Offer Period, while stocks last, awarded on a first-in basis, as follows.

There are 1,000 Hideaway experience tickets available for the entire Offer Period, while stocks last, awarded on a first-in basis, as follows.

	Gift	Individual gift value	Quantity	Total
1	The Hideaway Gift	\$74.95	400	\$29,908
	a) Free Valet Parking (standard parking rates still apply) b) Glasshouse Amalfi Cast Car Diffuser c) 10 Macquarie Centre Gift Card			
2	The Hideaway Experience  a) Cocktail by Maybe Sammy b) Individual canape boat	\$15	1,000	\$15,000

OTAL	1 <b>400</b>	\$44,908

13. Total prize pool valued \$44,908

#### **PRIZE CONDITIONS**

- 14. Gift No. 1 is subject to the following conditions:
  - a. Gift available to first 400 customers only who reach the \$500 qualifying spend threshold and present their redemption form to collect their gift from Valet.
- 15. Gift No. 2 is subject to the following conditions:
  - a. Gift available to first 1,000 customers only who reach the \$500 qualifying spend threshold and present their redemption form to collect their Hideaway ticket from the Concierge Desk or Valet.

#### PROOF OF PURCHASE

- 16. You must keep your Qualifying Spend itemised receipt/s as proof of purchase for each of your claim. Your Qualifying Spend receipt/s must clearly identify whether the Qualifying Spend was made, the products purchased (of which must be/comprise the Qualifying Spend) and the date of purchase (which must be during the Offer Period, before you claim).
- 17. If you don't produce the above proof of purchase for your claim when asked, the Promoter may disqualify your claim and you will lose any right to a ticket/prize.
- 18. Proof of purchase must be identical to that provided by you with your claim.
- 19. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claim will be invalid and you will lose any right to a ticket/prize.

## **GENERAL**

- 20. You must not:
  - a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
  - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
  - e. breach any law;
  - f. behave in a way that is otherwise inappropriate.
- 21. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
- 22. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
- 23. Gifts are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. If for any reason a winner does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
- 24. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave

aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

- 25. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 26. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
- 27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
- 28. Entrants consent to the Promoter using the entrant's 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
- 29. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 30. If this Promotion is interfered with 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 to the fullest extent permitted by law to (a) disqualify an entrant engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 31. If any dispute arises concerning the conduct of this promotion, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
- 32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. 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.
- 33. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If online or SMS entry is available, you will receive a return message confirming your entry. You are responsible for your own costs associated with entering. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

- 34. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 35. Entrants agree that they are fully responsible for any materials they submit in relation to this Promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the fullest extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
  - c. the Content is the original work of the entrant that does not infringe the rights of any third party;
  - d. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - e. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 36. As a condition of entering this promotion, each entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, worldwide, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for future promotional, marketing or publicity purposes, in any media, without compensation.
- 37. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
- 38. The Promoter (including their respective officers, employees and agents) exclude 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, including without limitation:
  - a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in the prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by an entrant or winner; or
  - f. use of the prize,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

39. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media

platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

## **PRIVACY**

- 40. In order to conduct this Offer, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
- 41. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <a href="http://www.dexus.com/who-we-are/privacy-policy">http://www.dexus.com/who-we-are/privacy-policy</a>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
- 42. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.

## Schedule 1 - Participating Retailers

Gorman

Habitania

Harry Hartog

H&M

High Time Watch Specialists **Portmans** Adairs Adam's Jewellery Hobby Co **PopMart** Honey Birdette Priceline Aesop Agringa Howards Storage World **Prouds** AJE Hype DC Rebel AJE ATHLETICA Industrie Pure Baby Angus & Coote InStitchu Oz Hair and Beauty A-Queen Jewelry Jacqui E Rembrandt Athlete's Foot Jay Jays **RM Williams** JD Sports Rodd & Gunn **Bailey Nelson** Scanlan Theodore Bec + Bridge Just Jeans Bed Bath N Table Kathmandu Scoopi Best & Less Kidstuff Secrets Shh Kikki K Seed Heritage **Betts Bstore** Kookai Sephora Billini Le Creuset Shaver Shop SHEIKE Blue Illusion Levi's Blue Sky Kids Land Lego Shoes & Sox **Bonds** Lids Sketchers Bras N Things Linda & Co Jewellers Sportscraft Build-a-bear L'Occitane Sportsgirl **Chanel Beauty** Stylerunner Lorna Jane City Beach Supre Lovisa Cotton On Kids Lowes Sussan Cotton On Mega Lululemon Smiggle Country Road Lush Steel & Glass Dangerfield M.J. Bale Sunglass Hut **David Jones** Macpac Suzanne Grae Decjuba Marttini by Lana Swarovski Dior Mathers T2 Dotti Mecca Maxima The Athletes Foot **Dymocks** Mimco The Body Shop The Good Kid **EB Games** Miniso Ecco Monaco Jewellers Toys & Tales Elite Supplement Myer Туро Florsheim Nike **Ugg Express** Foot Locker Nine West **Under Armour** Forever New Noni B **UNIQLO** Novo Shoes Fossil **Universal Store General Pants** Ocean Mystery W.Cosmetics Oxford Shop What's Cooking Ghanda Williams Glasshouse Pandora Glassons Pera Witchery **Good Games** Peter Alexander Wittner

Peter Jackson

Platypus Shoes

Polo Ralph Lauren

Zara

Zimmermann

Zing Pop Culture