



**Guess The Retailer
Social Media Draw Promotion**

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| Promoter: | Vicinity Centres PM Pty Ltd ABN 96 101 504 045, as disclosed agent for the owners of the Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Rd, Chadstone VIC 3148 | | |
| Promotion Name: | Guess the retailer (The Promotion) | Prize Supplier(s) | Midland Gate Shopping Centre |
| Prize(s): | One \$50 Midland Gate gift card valued at \$50 each | Prize Pool Total Value | Total prize pool is \$500.00 |
| Start Date and Time: | 9:00am on Monday 1 st April 2019 | End Date and Time | 5:00pm on Friday 12 th April 2019 |
| Shopping Centre: | Midland Gate | Shopping Centre Address | 274 Great Eastern Highway Midland Western Australia 6056 |
| Winner Contact Period: | Same Day | State/Territory | Western Australia |

Privacy Notice

Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (<http://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Terms and Conditions

1. To enter the Promotion, Entrants must, during the Promotion Period:
 - a. Follow MidlandGate and MyClothesRag comment on **guess the retailer Post** and ensure that you obtain consent from any individual whose personal information has been captured in the Post for their details to be posted and published for inclusion in this Promotion; and
2. Entrants must be 15 years or older to enter the Promotion and may enter this Promotion as many times as they wish provided that each Entry is submitted separately, throughout the Promotion Period. All Entrants under the age of 18:
 - a. must have prior consent from their parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request; and

- b. shall have a Prize awarded to their nominated parent/guardian upon presentation of photo identification if they win and the parent/guardian shall be deemed the Winner for the purposes of these terms and conditions.
3. The Prize/s will be awarded via a random automated draw daily at 5:00pm at Centre Management Office at the Shopping Centre] (the **Draw**).
4. Winner/s will have their name published at www.midlandgatesc.com.au for a period of 28 days. By entering the Promotion, each Entrant:
 - a. gives the Shopping Centre and the Promoter authority to publicly announce and publish their name (should they be a Winner or Replacement Winner); and
 - b. grants the Promoter a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use, reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of their Entry and/or Post, without royalty, payment or other compensation. Each Entrant consents to the Promoter, the Shopping Centre or their respective agents, employees, contractors or sub-licensees doing anything in relation to such use which might otherwise infringe the Entrant's moral rights and warrants that they have full authority to grant such rights.

General

5. The Promotion shall run from the Start Date and Time to the End Date and Time (**Promotion Period**) and is promoted by the Promoter on behalf of the Shopping Centre. The Promotion is not valid in conjunction with any other offer.
6. All entrants (**Entrants**) acknowledge and agree that their entry into the Promotion is subject to, and they must adhere to, these terms and conditions and any additional terms and conditions or alterations to these terms and conditions as set out by the Promoter from time to time. Information about Prizes and how to enter forms part of these terms and conditions. Entries not in accordance with these terms and conditions are invalid. The Promoter may, at any time, require Entrants to produce documentation to establish to the Promoter's satisfaction the validity of Entries (including receipts and documentation establishing identity, age, place of residence and place of employment of Entrants). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
7. The Promotion is open to all residents of the State except: employees, contractors, agents of Prize Supplier(s) and Shopping Centre sponsors of the Promotion and their immediate families; employees of the Promoter or a related body corporate and their immediate families; tenants in the Shopping Centre and their immediate families; the staff of tenants in the Shopping Centre and their immediate families; the contractors of tenants in the Shopping Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. Immediate families means spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
8. The Winner/s are eligible to win the Prize(s) as specified by the Promoter. All available Prizes are collectively valued at the Prize Pool Total Value. The Promoter reserves the right in its sole discretion to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter reserves its rights to recover damages or other compensation from such a person.
9. The Prizes are supplied by the Prize Supplier(s) and may be subject to additional terms and conditions of the Prize Supplier(s). Any warranty on the goods and services obtained as a result of a Prize remains the sole responsibility of the relevant Prize Supplier.
10. The Prize/s will be awarded in descending order of value to valid Entrant/s whose valid Entry is randomly drawn in the Draw (**Winner/s**). The Promoter may draw additional reserve Entries in the Draw and record them in order, in case a Winner is deemed invalid or a Prize is unclaimed (**Reserve Entrants**).
11. Winning Entries drawn in a Draw must conform to all terms and conditions. No responsibility will be accepted for late, lost, illegible, incorrectly submitted or incomplete Entries. Entries which contain incorrect contact details shall be deemed invalid.
12. The Promoter and Centre Management reserve the right to remove any Entry that contains offensive, inappropriate or derogatory material. Any Entry containing such content shall be deemed invalid.
13. Any decision made by Centre Management at the Shopping Centre in respect of the Promotion or a Prize is final and binding and no correspondence will be entered into.
14. The Winner/s do not need to be present at the Draw(s) and will be notified via the social media platform on which they entered within 2 days of the Draw or re-draw. The Winner/s must respond as directed

during the Winner Contact Period to claim their Prize. Centre Management for the Shopping Centre will arrange a time with the Winner/s to collect the Prize.

15. If a Winner cannot be contacted (i.e. attempts to contact the Winner have met with failure) or does not claim the Prize or the Shopping Centre does not receive any return communication within the Winner Contact Period following a Draw, the Winner will no longer be entitled to a Prize and the Promoter may award the Prize to a Reserve Entrant and/or undertake a re-draw at the Shopping Centre on the next business day after the Winner Contact Period has ended. In such case, the Reserve Entrant or the first valid Entry drawn in the re-draw will be entitled to the Prize (**Replacement Winner**). The Replacement Winner is then the Winner of the Prize for the purposes of these terms and conditions. Replacement Winner/s will have their name published at the same location as specified in 4 above on the next business day after the Prize is awarded to them, for a period of 28 days.
16. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute a prize of equal or greater value, subject to any applicable statutory requirements.
17. Proof of identity will be required to claim a Prize. A Prize must be taken as offered, is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions. The Promoter is not responsible for any change in Prize value.
18. Winner/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Winner/s consent to the Promoter using their names and images in any promotional or advertising activity.
19. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
20. Subject to the previous paragraph, the Promoter, the Shopping Centre owners and their respective related entities, officers, employees, contractors and agents shall not be liable (including in negligence) for any loss, liability, cost, damage, personal injury, illness, death, expense or claim whatsoever which is suffered (including but not limited to personal injury and indirect, special or consequential economic loss) as a result of the Promotion or in connection with a Prize except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
21. All internet, mobile phone and/or SMS charges in relation to the Promotion are the sole responsibility of the Entrant.
22. If the conduct or operation of the Promotion is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter or the Promotion is not capable of running as planned (including, but not limited to, by reason of misdirected Entries, tampering, unauthorized intervention, fraud or technical failure, software, hardware or communications issues or tampering), the Promoter reserves the right (in its absolute discretion) to (subject to any statutory requirements) suspend, modify, cancel, recommence or terminate the Promotion as appropriate.
23. The Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform provider (including, but not limited to, the providers of Facebook, Instagram and Twitter) or any of their related entities (**Provider**).
24. Each Entrant agrees to release any Provider from all liability in connection with, or in relation to, the Promotion.
25. The terms and conditions of the Promotion do not intend to conflict with, or derogate from, a Provider's terms and conditions of use, statement of rights and responsibilities (if any), data use policy or any other terms and conditions imposed by the relevant Provider on Entrants from time to time to use the relevant social media platform.
26. Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity of the provision in any other jurisdiction.
27. To the maximum extent permitted by law, the Promoter accepts no responsibility for:
 - a. any tax implications that may arise from the Prize;
 - b. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise;
 - c. any theft, destruction or unauthorised access to, or alteration of such communications; and
 - d. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.