

TERMS AND CONDITIONS FOR ARMADA BATHURST SHOPPING CENTRE “SPRING IN TO WIN” PROMOTION

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in this Spring in to Win Competition (“Promotion”) is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER

2. Subject to condition 3, this Promotion is only open to Australian residents aged 16 years or over.

3. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Armada Bathurst Shopping Centre or any of the Promoter’s agencies or suppliers that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences at 9am on Monday 12 October 2020 and ends at 9pm, Thursday 29 October 2020 at 9pm (“Promotion Period”). Entries received after this closing time will not be eligible for entry.

HOW TO ENTER

5. To enter the competition, eligible individuals must, during the Promotion Period, undertake the following steps:

- a) Spend \$20 or more in one transaction at a Participating Specialty Retailer (any retailer in centre excluding Big W, Target & Woolworths);
- b) Submit their contact and receipt details via the online entry form available at www.armadabathurst.com.au

WINNER DETAILS

6. There will be one (1) prize winners chosen at random from entries over the promotional period. The winner will be determined at the offices of the Promoter, 121 Howick Street, Bathurst NSW 2795 at 9am, Friday 30 October 2020. The Promoter reserves the right to choose reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

7. The provisional winner of the Prize Draw will be notified by a phone call within two (2) business days of the draw. The winner will only be deemed a winner once verified by the Promoter. The winner will be contacted three (3) times before the prize is redrawn. The winner

must claim their prizes by no later than fourteen (14) days after the announcement. To claim their prize the winner will need to show proof of identification.

PRIZES

8. One (1) prize consisting of: \$500 Kmart gift card, valued at \$500.

CLAIMING

9. The winner must collect the prize from Armada Bathurst Centre Management Office, 121 Howick Street, Bathurst NSW 2795.

GENERAL

11. Incomplete, indecipherable or illegible entries will be deemed invalid.

12. The Promoter takes no responsibility for lost or late entries.

13. The Promoter's decision is final on all matters related to this Promotion and no correspondence will be entered into.

14. The Promoter reserves the right to refuse to award any prize to any entrant who the Promoter (in its sole discretion) believes has violated the terms and conditions or gained an unfair advantage in participating in the Promotion or won using fraudulent means.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

16. The Promoter will not be liable for any prizes that are lost, stolen or damaged and will not replace them.

17. 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.

18. The winners take the prizes at entirely their own risk and indemnify the Promoter and any Suppliers associated with this Promotion in respect of any claim for accident, injury, property damage or loss of life that may incur in connection with the prizes.

19. The Promoter and any Suppliers associated with this Promotion will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death or loss, or damage to property which is suffered or sustained in connection with any prize, except to the extent that liability cannot be excluded by law. Nothing is intended to restrict, exclude or modify customers' rights at law against the Promoter or retailers.

20. These terms and conditions shall be governed by and construed in accordance with the laws of Australia and shall be subject to the exclusive jurisdiction of Australian Courts.

PRIVACY

21. The Promoter's Privacy Policy (available on the Promoter's website, www.armadabathurst.com.au, and updated from time to time by publishing an updated version on that website) and these terms and conditions govern the collection, use and disclosure of

your personal information by us. You agree that the Promoter may collect, use and disclose your personal information in accordance with the Promoter's Privacy Policy.

22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that 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).

PROMOTER DETAILS

23. Armada Bathurst Shopping Centre is the Promoter of this Promotion and its registered office is located at 121 Howick Street, Bathurst NSW 2795.