

## SPRING AFFAIR MAJOR COMPETITION

### TERMS & CONDITIONS

1. Unley Shopping Centre 'Spring Affair Major Competition 2020' (promotion) commences 7:00am (ACST) on Saturday 26 September 2020 and concludes at 5:00pm (ACST) Saturday 26 September 2020 (Promotion Period). The Promotion is promoted by Unley Shopping Centre Pty Ltd ABN 61 966 572 635 (Promoter) of 204 Unley Road, Unley South Australia 5061
2. All entrants are subject to, and will need to adhere to, the terms and conditions set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

#### Prize:

3. The promotion prize is a 'Smart Entertainment Pack' that has a value of up to \$2,000.00
4. The Smart Entertainment Pack includes:
  - a. 1x 65" TU8000 4k UHD Smart LED Samsung TV
  - b. 1x Google Nest Hub
  - c. 1x Google Chromecast
  - d. 1x Google Nest Wifi Pack

#### Promotion Entry:

5. To enter the Promotion, entrants must, during the Promotion Period:
  - a. Fill out the entry form in its entirety.
    - a. Entry forms are located within the centre & at participating stores.
  - b. Agree to receive e-newsletters and communications from The Promoter and its marketing partner, Mailchimp.
  - c. Submit entry form to entry box on 26 September 2020.
    - a. Entry box located in the middle of mall, in front of Woolworths.
6. Complying with Clause 7 constitutes one (1x) valid entry (Entry).
7. Entrants are entitled to multiple entries over the course of the Promotion Period.
8. Entry forms that are not in accordance with these terms and conditions are invalid.
9. Prize will be drawn as follows:
  - a. Valid entry will be randomly selected from the database of entrants.
  - b. The prize will be drawn at 204 Unley Road, Unley, South Australia, 5061 at 10:00am (ACST) on Tuesday, 29 September 2020.
  - c. The winner will be contacted via email and must present ID for verification purposes.

#### General Terms and Conditions:

10. Entrants may enter the Promotion as many times as they wish, subject to, and in accordance with, these terms and conditions.
11. The winning entry must confirm to all terms and conditions. No responsibility will be accepted for incomplete or misdirected Entry Forms. Entry Forms which contain

incorrect contact details shall be deemed invalid. 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 misconduct calculated to jeopardize the fair and proper conduct of the Promotion.

12. Any decision made by The Promoter in respect of the Promotion is final and binding and no correspondence will be entered into.
13. If a prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
14. Proof of identity will be required to claim the Prize.
15. The Promotion is open to residents of South Australia only, aged 18 years or older, excluding:
  - a. Employees of the Promoter, the JLL Group of Companies, any of the tenants or retailers at Unley Shopping Centre, or any of the Promoter's agencies that are associated within the Promotion.
  - b. The spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee.
  - c. Any person who the Promoter has previously notified is not permitted in the Promoter's promotions.
16. By entering the Promotion, the entrants hereby give The Promoter authority to publicly announce their name at the time of the draw and at any stage thereafter.
17. The Prize is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
18. The warranty on the goods obtained as a result of the Promotion remains the sole responsibility of the Supplier of the Prize.
19. If the Prize is not claimed within two (2) weeks of draw, and a minimum of three (3) attempts to contact the winner via details provided upon entry are unsuccessful, the Prize will be re-drawn on Tuesday 20 October 2020 at 204 Unley Road, Unley, South Australia 5061 at 10:00am (ACST).
20. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Participating Centres and the JLL Group of companies (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.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Participating Centres and the JLL Qld Group of companies (including their respective officers, employees and agents) are not responsible for and 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: (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 claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

22. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
23. The Promotion is not valid in conjunction with any other offer.
24. By participating in the Promotion, each entrant acknowledges and agrees that the Promoter and the Participating Centres collect personal information about entrants for the purposes of:
  - a. including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and
  - b. enabling the Promoter and Participating Centres to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the promotion, an entrant agrees that the Promoter and Participating Centres may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.