

Sign Up - QVB Swarovski Christmas Gift-with-Purchase Terms & Conditions ("Conditions of Claim")

VICINITY CENTRES PRIVACY NOTICE

Vicinity Centres PM Pty Ltd (ACN 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.

Schedule															
Promotion:	Sign Up - QVB Swarovski Christmas Gift-with-Purchase														
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Shopping Centre, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.														
Shopping Centre:	Queen Victoria Building, 455 George St, Sydney NSW 2000														
Promotional Period:	Start date: 22/11/21 at 09:00 am AEDT End date: 24/12/21 at 05:00 pm AEDT or once all gifts available are exhausted														
Eligible claimants:	Claims are only open to NSW residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.														
How to Claim:	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none">complete the required spend requirement listed below ("Qualifying Spend"); andvisit the QVB Gifting Suite on Level 1 at the QVB, present their receipt/s for the Qualifying Spend to a staff member at the desk and complete the claim form on a tablet device with all requested personal details to sign up to the QVB marketing database. <p>Claims can only be made during QVB Gifting Suite open hours. See centre website or contact centre management for opening hours of the QVB Gifting Suite.</p> <p>By completing the claim form, claimants subscribe to receive news of QVB events and promotions via email or SMS from Vicinity Centres.</p> <p>The respective gift (outlined below based on spend), will be provided to the claimant at the desk on completion of the above requirements, subject to gift availability.</p> <p>Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is the original receipt/s for the Qualifying Spend.</p> <table><tr><th>Spend Requirement/Qualifying Spend*</th><th>No. Available</th><th>Gift details</th><th>Gift Value (per gift)</th></tr><tr><td>\$1,000</td><td>750</td><td>The gift is a 300mm long genuine authentic Swarovski crystal strand with feature crystal at the bottom. Crystal has previously been displayed on the QVB Christmas Tree throughout the Christmas season from 2013 - 2020.</td><td>AUD\$100</td></tr><tr><td>\$1,200</td><td>750</td><td>The gift is a 400mm long genuine authentic Swarovski crystal strand with feature crystal at the bottom. Crystal has previously been</td><td>AUD\$125</td></tr></table>			Spend Requirement/Qualifying Spend*	No. Available	Gift details	Gift Value (per gift)	\$1,000	750	The gift is a 300mm long genuine authentic Swarovski crystal strand with feature crystal at the bottom. Crystal has previously been displayed on the QVB Christmas Tree throughout the Christmas season from 2013 - 2020.	AUD\$100	\$1,200	750	The gift is a 400mm long genuine authentic Swarovski crystal strand with feature crystal at the bottom. Crystal has previously been	AUD\$125
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	<p>*spend must be on any goods or services (other than the Excluded Items) across any store/s at Queen Victoria Building (QVB), and across up to a maximum of ten (10) separate transaction.</p> <p>Excluded Items: The following products or services (including vouchers relating to such products or services) will not be eligible to purchase to claim a gift: gift cards, liquor or tobacco products, weapons of any kind, prescription medicines and cosmetic or surgical procedures.</p>			
Claims permitted:	<p>Limit one (1) claim permitted per Qualifying Spend. Maximum of one (1) gift permitted per person.</p> <p>For the sake of clarity, a customer can claim either the 300mm crystal offer or 400mm crystal offer (based on spend) (but not both).</p>			
Total Gift Pool:	AUD \$168,750.00			

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, businesses involved in determination of gift recipients for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim a gift. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent.
5. If a gift is claimed by a person under the age of 18, the gift may be awarded to the claimant's parent or guardian and where applicable to the gift a nominated parent/guardian must accompany any person under 18 years of age.
6. Claimants must keep their proof of purchase specified in the How to Claim section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or the Shopping Centre of receipt.
7. In the event that the claimant returns the item(s) purchased relating to the qualifying spend after claiming a gift, the Promoter reserves the right to require the claimant to return the gift or otherwise repay the value of the gift. The Promoter also reserves the right to disqualify any claimant who has returned item(s) purchased from making any further claims (in this Promotion or any other promotional offers conducted).
8. Retailers and family cannot collect gifts on behalf of customers, Promoter may also request to see goods purchased as evidence of purchase.
9. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.

10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
13. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.
15. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
16. The Promoter reserves the right to disqualify claims and claimants in the event of non-compliance with these Conditions of Claim or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/claimant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
17. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
19. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
21. Authorised under: NSW Authority No. TP/00046.