

CHADSTONE

THE FASHION CAPITAL

Exclusive Access to NGV Triennial Promotion

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:	Exclusive Access to NGV Triennial Promotion (The Promotion)	Prize Supplier(s)	National Gallery of Victoria ABN 77 884 986 472 Vicinity Centres PM Pty Ltd ABN 96 101 504 045
Prize(s):	There is 1 prize available consisting of an exclusive private after hours highlights tour of NGV Triennial with an exhibition curator for the winner and nine friends (on a date to be determined between the winner and the Promoter) valued at \$2,900.	Prize Pool Total Value	\$2,900
Start Date and Time:	9:00am on 11/01/2021	End Date and Time	7.00pm on 24/01/2021
Shopping Centre:	Chadstone Shopping Centre	Shopping Centre Address	1341 Dandenong Road, Chadstone 3148
Proof of entry	Retain receipt/s	State/Territory	VIC
Winner Contact Period:	2 weeks from date of Draw		

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. spend \$500 or more at any Retailer/s at the Shopping Centre (excludes tobacco purchases, online purchases, layby purchases, bank transactions, ATM withdrawals, other cash withdrawals, medical centre payments and utility bill payments) and retain original printed receipt/s as proof of purchase (**Receipt**);
 - b. visit chadstone.com.au & fully complete the entry form including signing up as a member of the Shopping Centre database, or providing the requested details to confirm you already have,
(each, an **Entry** and collectively the **Entries**),
2. By entering, Entrants consent to receiving the latest centre news, updates and promotions (by any means of electronic communication) from Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) on behalf of the Shopping Centre.
3. Entrants must be 16 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 in accordance with 1 above (with each entry being based on separate purchase/s and Receipt/s) 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.
4. The Prize will be awarded via a random automated draw at 12pm on Wednesday, 27 January 2021 at Centre Management Office at the Shopping Centre (the **Draw**). The first Entry drawn from the Entries received during the Promotion Period will win the Prize.
5. The winner will have their name published at Shopping Centre Website on Thursday, 28 January 2021 for a period of 28 days. By entering the Promotion, each Entrant gives the Shopping Centre and the Promoter authority to publicly announce and publish their name (should they be a Winner or Replacement Winner).

General

6. 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.
7. If payment for one (1) product is split across two (2) or more transaction/s then only one (1) Entry will be valid for that product purchase (based on total spend on that product and any other products purchased across those Receipts).
8. If a product is paid by store credit prior to product being available in store, an Entry can be made on date of collection only.
9. All Participating Retailers are provided with the terms and conditions and information regarding this promotion. The Promoter encourages Participating Retailers to promote this offer to their clients, however they cannot monitor this, and it is not a mandatory requirement for redemption.
10. 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.
11. The Promotion is open to all 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.

12. The Winner is eligible to win the Prize 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.
13. The Prizes are supplied by the Prize Supplier(s) and may be subject to additional terms and conditions of the Prize Supplier(s).
14. 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**).
15. 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.
16. 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.
17. 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.
18. The Winner does not need to be present at the Draw and will be notified by email within 2 days of the Draw or re-draw. Centre Management for the Shopping Centre will arrange a time with the Winner to collect their Prize.
19. 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 will have their name published at the same location as specified in 5 above on the next business day after the Prize is awarded to them, for a period of 28 days.
20. 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.
21. 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.
22. The Winner must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. The Winner consents to the Promoter using their names and images in any promotional or advertising activity.
23. If this Promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/Entrants.
24. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
25. 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).
26. All internet and mobile phone charges in relation to the Promotion are the sole responsibility of the Entrant.
27. 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.

28. 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**).
29. Each Entrant agrees to release any Provider from all liability in connection with, or in relation to, the Promotion.
30. 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.
31. 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.
32. 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.

