

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:	Dine In, Movies On Us (The Promotion)	Gift Supplier(s)	Vicinity Centres PM Pty Ltd ABN 96 101 504 045
Gift:	4,000 x two complimentary Chadstone Hoyts CineVouchers, each valued at \$12.50 (total value \$25) each	Gift Pool Total Value	\$100,000.00
Start Date and Time:	5pm on Thursday, 28 April 2022	End Date and Time	The earlier of 11.59pm on Sunday, 31 July 2022 or when all Gifts have been claimed (and when the Gift Pool Total Value has been exhausted).
Shopping Centre:	Chadstone Shopping Centre	Shopping Centre Address	1341 Dandenong Road Chadstone Victoria 3148
Proof of entry:	Retain original itemised receipt/s (electronic receipts are invalid)	State/Territory	Victoria
		Participating Retailers	See Schedule 1 for participating retailers

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, between 5pm and 11.59pm on a Thursday or Friday during the Promotion Period (while Gift stocks last and before the Gift Pool Total Value has been exhausted):
 - a. spend a total of \$100 or more at Participating Retailer/s in the one day (Minimum Purchase Value) at the Shopping Centre (excluding gift card or online purchases);
 - b. retain the original printed valid receipt/s as proof of the purchase (**Receipt**) (electronic receipts will not be accepted);
 - c. before the end of the Promotion Period, and during centre trading hours, visit the staff at the Concierge Desk (**Staff**), adjacent to Michael Hill Jeweller to:
 - i. provide your personal details as requested by the Staff for them to fully complete and submit the entry form on the tablet on your behalf (**Entry Form**);
 - ii. sign you up as a Chadstone First member or confirm you have already signed up as a member; and

- iii. at the same time present the original printed Receipt/s to be stamped (copies or reprints will not be accepted) by the Staff thereby deeming it/them no longer valid for obtaining any additional Gifts. Entrants may present multiple Receipts from one or more Participating Retailers to make up a Minimum Purchase Value.
- 2. **While Gift stocks remain**, the first 4,000 entrants who complete the above steps will receive one Gift (**Successful Claimants**).
- 3. Entrants can only claim 1 Gift per day throughout the Promotion Period. Receipt/s can only be used once and cannot be used to claim more than one Gift. Entrants can use multiple receipts from Participating Retailers to reach the Minimum Purchase Value to claim a Gift.
- 4. Entrants must claim prior to the Concierge Desk closing (5.30pm Monday Wednesday, 9pm Thursday Saturday and 7pm Sunday) during the Promotion Period and before Gift stocks run out. If Entrants cannot make it to the Concierge Desk during the Promotion Period or before Gift stocks run out, they are not eligible to claim a Gift.
- 5. Entrants must be 16 years or older to enter the Promotion. Each Entry must be submitted separately in accordance with **Error! Reference source not found.** 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 Gift awarded to their nominated parent/guardian upon presentation of photo identification and the parent/guardian shall be deemed the Successful Claimant (upon validation of receipts) for the purposes of these terms and conditions.
- 6. 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.
- 7. If payment for one meal is split across two or more transaction/s then only one Gift is available to be claimed for that meal purchase (based on total spend on that meal and any other products purchased across those Receipts).
- 8. 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 customers, however they cannot monitor this, and it is not a mandatory requirement for redemption.

General

- 9. The Promotion shall run from the Start Date and Time to the End Date and Time or when all Gifts have been claimed whichever is sooner (**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.
- 10. The running of this Promotion is subject to a pandemic, any government restrictions/directives, lockdowns, border closures, health advice and the like. Should any of these circumstances eventuate at any time before or during the Promotion Period, the Promotion may need to be cancelled, delayed, suspended or extended (as appropriate, as determined by the Promoter).
- 11. 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 Gifts 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 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.
- 12. The Promotion is open to all persons including employees from **non-participating retailers** and from the Promoter. Except: employees, contractors, agents of Gift Supplier(s) and Shopping Centre sponsors of the Promotion and their immediate families; staff of Chadstone Centre Management; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families, which does not include the Promoter. 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.
- 13. Successful Claimants are eligible to receive a Gift. All available Gifts are collectively valued at the Gift 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.

- 14. The Gifts are supplied by the Gift Supplier(s) and are subject to additional terms and conditions as follows:
 - Each CineVoucher is valid for 6 months from 28/04/2022.
 - Each CineVoucher must be exchanged at the Box Office or Candy Bar or redeemed at HOYTS.COM.AU or the HOYTS app for your ticket.
 - Each CineVoucher is redeemable for one (1) general admission ticket:
 - o for any session (except sessions on Friday, Saturday, Sunday and public holidays) at HOYTS Chadstone
 - o for any D-BOX, 3D and/or Xtremescreen movie session with an upgrade fee, which will be applied at time of redemption
 - is valid until the expiry date indicated and cannot be exchanged, extended or replaced after this date.
 - The CineVoucher cannot be:
 - redeemed and/or upgraded to HOYTS LUX, HOYTS Daybed, special or group event sessions
 - used to purchase 3D glasses
 - o used in conjunction with any other offer
 - replaced or refunded if lost, stolen or damaged
 - used to purchase any pre-paid movie vouchers, gift cards or HOYTS Rewards memberships
 - exchanged for cash and change will not be given irrespective of cinema pricing
 - o sold without the prior written consent of HOYTS Corporation Pty Ltd.
 - Seats are not guaranteed and subject to availability. It is recommended that you book your tickets in advance via the HOYTS Website or app. For session times, locations and full terms and conditions visit HOYTS.com.au. Terms and conditions are subject to change at any time.

Any warranty on the goods and services obtained as a result of a Gift remains the sole responsibility of the Supplier of that Gift.

- 15. In order to be valid, both the Receipt/s and Entry Form must be the originals and no copies, facsimiles, forged, illegible, mutilated or tampered receipts or entry forms will be accepted.
- 16. Valid Entry Forms must conform to all terms and conditions. No responsibility will be accepted for late, lost, illegible, incorrectly submitted or incomplete Entry Forms. Entry Forms which contain incorrect contact details shall be deemed invalid.
- 17. The Promoter and Centre Management reserve the right to remove any Entry Form that contains offensive, inappropriate or derogatory material. Any Entry Forms containing such content shall be deemed invalid.
- 18. Any decision made by Centre Management at the Shopping Centre in respect of the Promotion or a Gift is final and binding and no correspondence will be entered into.
- 19. If a Gift is unavailable for whatever reason, the Promoter reserves the right to substitute a Gift of equal or greater value.
- 20. Proof of identity will be required to claim a Gift. A Gift must be taken as offered, is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
- 21. Successful Claimant/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Successful Claimant/s consent to the Promoter using their names and images in any promotional or advertising activity.
- 22. Without limiting clause 10, 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 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. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 24. 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 Gift except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 25. To the maximum extent permitted by law, the Promoter accepts no responsibility for:
 - a. any tax implications that may arise from receiving a Gift;
 - 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.
- 26. The Promoter may communicate or advertise this Promotion using Facebook or Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants provide their information to the Promoter and not to Facebook or Instagram. Entrants completely release Facebook and Instagram from any and all liability.

Schedule 1

- 1. Betty's Burgers & Concrete Co.
- 2. Calia
- 3. Calia Grill
- 4. D'elephant Thai Cuisine
- 5. Dragon Hot Pot
- 6. Fonda
- 7. Grill'd
- 8. Gyoza Gyoza
- 9. Mamas Buoi
- 10. Marae Izakaya
- 11. Master Lanzhou Noodle Bar
- 12. Pappa Rich
- 13. Pastore
- 14. New Shanghai Chinese Restaurant
- 15. Secret Kitchen Noodle and BBQ
- 16. Shanghai Red
- 17. TGI Fridays
- 18. The Meat & Wine Co.