

Lunch on us at Mandurah Forum – Sign Up to Claim 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:	Lunch on us at Mandurah Forum - Sign Up to Claim
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:	Mandurah Forum, 330 Pinjarra Rd, Mandurah WA 6210
Promotional Period:	Start date: 14/01/21 at 9:00 am AWST End date: close of business on 07/02/21 or once all gifts available are exhausted
Eligible claimants:	Claims are only open to WA residents who are 16 years and over. Claimants under the age of 18 must have parent or legal guardian approval to claim.
How to Claim	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period, while gift stocks last:</p> <ol style="list-style-type: none"> spend at least \$100 in any number of transactions on any of the following goods/services: fashion, health and beauty and/or jewelry and accessories at a Participating Retailer at Mandurah Forum over the course of one (1) day ("Qualifying Spend"). Participating Retailers are listed below; visit the Customer Service Desk and present their receipts for the Qualifying Spend to a staff member on the same day of the Qualifying Spend; and complete and submit the claim form for the Promotion with their personal details as requested. <p>By completing the claim form, claimants subscribe to receive news of exclusive Mandurah Forum events and promotions via email or SMS from Vicinity Centres.</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> <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>
Participating Retailers:	David Jones, Aster & Ruby, Cotton on Kids, Ghanda Clothing, H&M, Seed Heritage, Bonds, City Beach, Cotton On, Destination Surf, Jay Jays, Just Jeans, Oakley, Peter Alexander Sleepwear, Universal Store, Ally Fashion, Bras N Things, City Chic, Cotton On Body, Decjuba, Dotti, Forever New, Gabriella Frattini, Honey Birdette, Jacqui E, Millers, Noni B, Portmans, Rockmans, Spoil Yourself, Sportsgirl, Supre, Sussan, Suzanne Grae, Taking Shape, Uniquely Lorna Jane, Valleygirl, W-Lane, Connor, Gazman, Johnny Bigg, Lowes, Tarocash, Yd, Kathmandu, Betts, Footlocker, Naturalizer, Novo Shoes, Platypus Shoes, Skechers, Spendless Shoes, The Athletes Foot, Wittner Shoes, Angel Body Jewellery, Angus & Coote, Goldmark, Lovisa, Mazzucchelli's, Michael Hill Jewellers, Pandora, Prouds The Jewellers, Strandbags, Sunglass Culture, Sunglass Hut, Swarovski, Zamel's, Australian Skin Clinic, Barbershop Express, Classic Threading, CMA Traditional Healing, Essential Beauty, Fashion Nails, Gentle Nails, Hairhouse, Health Kick Vitamin, Centre, Just Cuts, Laser Clinics Australia, Mecca Maxima, Mussan For Hair & Beauty, Nail Artist WA, Origani, Redz, Sachi For Hair, Salon Express, Shampoo Shop, Shaver Shop, The Body Shop & Zubias Threading.

Claims permitted:	Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per person per day; and (b) each claim must be submitted separately and in accordance with claim requirements.	
	Gift Description	Value (per gift)
	The gift is a \$25 Givv technologies gift card. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.	AUD\$25
		Winning Method
		Gift with Purchase

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 winner/s 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 Participating Shopping Centre of receipt.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
8. 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.
9. 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.
10. 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).
11. 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 claims, or suspend or modify a gift, subject to State or Territory regulation.

12. 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.
13. In the event that a claimant returns the item(s) purchased after claiming a gift card, the Promoter reserves the right to require the claimant to return the gift card or otherwise repay the value of the gift card. 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).
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. 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 claimant. If the dispute cannot be resolved the Promoter's decision will be final.
15. 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 willful 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).
16. 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.
17. 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.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.