

Sign up to Claim - The Beauty Lounge Gift Bag 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 to Claim - The Beauty Lounge Gift Bag
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, QLD 3148, Australia. Ph: 07 3223 6900
Shopping Centre:	The Myer Centre, 91 Queen St, Brisbane City QLD 4000
Promotional Period:	Start date: 24/09/21 at 12:00 pm AEST End date: 26/09/21 at 3:00 pm AEST, while gift stocks last
Eligible claimants:	Claims are only open to QLD residents. Individuals under the age of 18 must have parent or legal guardian approval to claim.
How to Claim:	To be eligible, individuals must complete the following steps during the Promotional Period: a) visit the Beauty Lounge at The Myer Centre during operating hours (as outlined below); and b) provide the requested personal details and sign up to receive marketing updates from the Shopping Centre (if they have not done so already). The Beauty Lounge will be operating during the following times: <ul style="list-style-type: none"> - Friday 24 September: 12pm - 9pm; - Saturday 25 September: 11am- 4pm; and - Sunday 26 September: 11am- 3pm. <p><i>Only the first 100 valid claims received each day of the Promotional Period will be awarded the gift outlined below.</i></p>
Claims permitted:	Only one (1) eligible claim per person will be accepted.
Total Gift Pool:	AUD \$6,207.00

Gift Description	Number of this gift	Value (per gift)	Conditions
The gift bag includes the following: <ul style="list-style-type: none"> • a \$10 Col Nayler voucher, redeemable at Col Nayler at The Myer Centre; • a \$5 Event Cinemas Movie Ticket voucher, redeemable at The Myer Centre; • a 48mL Palmolive hand sanitizer – cherry blossom; and 	300 (100 per day)	AUD \$20.69	Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of any voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

- | | | | |
|------------------------|--|--|--|
| • a 16Brand Face Mask. | | | |
|------------------------|--|--|--|

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that submitting a claim in this 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.
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.
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.
6. If any claimant chooses not to take their gift (or is unable to), or does not take or claim a gift by the time specified by the Promoter, they forfeit the gift and the Promoter is not obliged to substitute the gift.
7. The value of the gift 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.
8. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
9. If a gift (or portion of a gift) is unavailable the Promoter reserves the right to substitute the gift (or that portion of the gift) to a gift of equal or greater value and specification.
10. 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 or claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
11. 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.
12. 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).
13. 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.
14. 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 claim, 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.
15. 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 claimant 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 gift, the Promoter will resolve the dispute in direct consultation with the complainant/claimant. If the dispute cannot be resolved the Promoter's decision will be final.

16. 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 gift (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).
17. 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.
18. 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.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.