

**Spend & Receive - Canberra Centre (ACT) - Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>							
<b>Promotion:</b>	Spend & Receive - Canberra Centre (ACT)						
<b>Promoter:</b>	QIC Westpoint Pty Ltd (ACN 080 215 194), as trustee for the QIC March 2001 Trust (ABN 98 808 592 480) & Canberra Centre Investments Pty Ltd (ACN 067 682 893), as trustee for the Canberra Centre Investment Trust (ABN 19 035 633 009) & QIC Limited (ACN 130 539 123), as trustee for the Canberra Centre (No.2) Investment Trust (ABN 13 895 525 160), 148 Bunda St, Canberra ACT 2601						
<b>Participating Centre:</b>	Canberra Centre (ACT)						
<b>Promotional Period:</b>	<p><b>Start date:</b> 01/09/2020 at 9 AM  <b>End date:</b> 04/10/2020 at 4 PM, or once all gifts are exhausted (whichever is first to occur)</p> <p>All times included herein are as applicable to the State/Territory where the Participating Centre is located.</p>						
<b>Eligible claimants:</b>	Claims are only open to ACT residents who are 13 years and over. Claimants under the age of 18 must have parent or legal guardian approval to participate in this Promotion.						
<b>How to Claim:</b>	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>spend AUD \$150 or more, in any number of transactions on any goods or services (other than the Excluded Items) in the course of one (1) day, at any shop/s at the Participating Centre, excluding Aldi and Coles ("Qualifying Spend"); and</li> <li>visit the Customer Service Desk on level 1 near H&amp;M or visit <a href="http://www.canberra.winrightaboutnow.com.au">www.canberra.winrightaboutnow.com.au</a> (alternatively scan the QR code on the print collateral at customer service desk)</li> <li>complete and submit their details and receipt information for the Qualifying Spend on the promotion microsite at the desk and present their receipt/s for the Qualifying Spend to a staff member at the desk. Claimants will receive their gift at this point, while stocks last. Receipt/s provided for the Qualifying Spend will be stamped by the staff member at the desk to prove redemption of gift.</li> </ol> <p>Claimants' personal details will be added to the Canberra Centre (ACT)'s eNewsletter database, and by submitting a claim, claimants will opt-in to receive future marketing email communications from Canberra Centre (ACT).</p> <p><b>Excluded Items:</b> 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><b>Proof of Purchase:</b> The claimant must retain proof of purchase. The proof of purchase required is the original receipt/s for the Qualifying Spend.</p>						
<b>Claims permitted:</b>	<p>Multiple gift claims permitted, subject to the following:</p> <ol style="list-style-type: none"> <li>limit one (1) gift claim permitted per Qualifying Spend;</li> <li>maximum of one (1) gift claim permitted per person each day;</li> <li>Receipts need to be processed within 24 hours from time of purchase; and</li> <li>each claim must be submitted in accordance with the claim instructions above.</li> </ol>						
<b>Total Gift Pool:</b>	3,495 x \$50 Gift Cards including \$1.50 activation fee						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Gift Description</th> <th style="width: 30%;">Number of this gift</th> <th style="width: 30%;">Value (per gift)</th> </tr> </thead> <tbody> <tr> <td>The gift is a \$50 Canberra Centre Gift Card.</td> <td>3,495 - While stocks last</td> <td>AUD \$50</td> </tr> </tbody> </table>		Gift Description	Number of this gift	Value (per gift)	The gift is a \$50 Canberra Centre Gift Card.	3,495 - While stocks last	AUD \$50
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The gift is a \$50 Canberra Centre Gift Card.	3,495 - While stocks last	AUD \$50					
<b>Gift Conditions:</b>	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						

- 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 Participating Centre, the Promoter, their tenants, 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, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
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. 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.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
8. 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. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.qic.com.au/privacy-policy](http://www.qic.com.au/privacy-policy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a gift in the Promotion. The Promoter may transfer claimants' personal information to see the Promoter's privacy policy for details.
10. 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 terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. 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.
11. 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).
12. 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.
13. 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.

14. 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, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
15. The Promoter, the Participating 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).
16. 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; and (b) that the purchase was made during the Promotional Period and prior to submitting a claim for a gift.
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 Participating 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.

***QIC - Please ensure the following section is not included as part of the competition terms published to consumers. The abridged terms are for inclusion on promotional advertising only.***

## **Spend & Receive Promotion Abridged Terms**

### **Instructions**

20. Any changes made to the full terms and conditions may affect the details to be included below.
21. The provision of the below copy does not amount to automatic legal approval of any advertising containing the below copy.  
If you require approval of any promotional advertising, please send through to our office for legal review.
22. "**T&Cs apply**" below must be a hyperlink to the full terms for the Promotion.

### **Print**

ACT resid. 13+ only. Promotion starts 9am AEST 01/09/2020 & ends 4pm AEST 04/10/2020, while gift stocks last ("Offer Period"). To claim a gift, during the Offer Period: a) spend AUD \$150 or more, in any number of transactions on any goods or services (other than the Excluded Items) in the course of one (1) day, at any shop/s at Canberra Centre (ACT), excluding Aldi and Coles ("Qualifying Spend"); and b) visit the Customer Service Desk at the Participating Centre, complete and submit their details and receipt information for the Qualifying Spend on the promotion microsite at the desk, and present their receipt/s for the Qualifying Spend to a staff member at the desk. Claimants will receive their gift at this point, while stocks last. Keep receipt/s. Max 1 claim/Qualifying Spend. Max 1 claim/person/day. 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 ("Excluded Items"). Gifts: While stocks last x Gift card (AUD \$50). Promoter: QIC Westpoint Pty Ltd (ACN 080 215 194), as trustee for the QIC March 2001 Trust (ABN 98 808 592 480) & Canberra Centre Investments Pty Ltd (ACN 067 682 893), as trustee for the Canberra Centre Investment Trust (ABN 19 035 633 009) & QIC Limited (ACN 130 539 123), as trustee for the Canberra Centre (No.2) Investment Trust (ABN 13 895 525 160), 148 Bunda St, Canberra ACT 2601. See [canberracentre.qicgre.com](http://canberracentre.qicgre.com) for Terms and Conditions.

### **Online (eDM, Websites)**

ACT resid. 13+ only. Ends 4 PM AEST 04/10/2020. Max 1 claim/qualifying spend. Max 1 claim/person/day. Keep receipt/s. **T&Cs apply**.