COMPETITION TERMS & CONDITIONS

Parent-Free Movie Sessions

PARTICULARS

ltem 1.	Type of Competition	Promotion
ltem 2.	Name of Promotion	Parent-Free Movie Sessions
Item 3.	Shopping Centre	Pacific Werribee Shopping Centre, located at: 250 Heaths Road, Cnr Derrimut Rd, Hoppers Crossing VIC 3029
ltem 4.	State Promotion is being held	Victoria
ltem 5.	Promoter	Wadren Pty Ltd (ACN 005 537 235) as trustee for The Hoppers Crossing Unit Trust (ABN 83 405 769 465) and QIC Werribee Pty Ltd (ACN 624 121 204) as trustee for QIC Werribee Trust (ABN 76 994 021 211)
ltem 6.	Centre Customer Service Email Address	werribeemarketing@pw.qic.com
ltem 7.	Privacy	For privacy information please visit:
		https://pacificwerribee.qicre.com/
ltem 8.	Promotion Period	Start Date: 10 January 2025 at 9:00 AM (AEDT)
		End Date: 29 January 2025 at 11:30 PM (AEDT)
		or
		once all gifts are exhausted (whichever is first to occur)
ltem. 9	Eligibility Restrictions	Claims are only open to Victoria residents. Participants under the age of 18 must have parent or legal guardian approval to participate.
Item 10.	Claim Method	To claim a gift, the Participant must complete the following steps during the Promotional Period:
		To claim a gift, the Participant must complete the following steps during the Promotional Period:
		 Customers must purchase the Parent-Free Movie session for \$15 online via the Pacific Werribee website.
		 Then visit the Pacific Werribee Village Cinema's on the day of the session you have booked for to be signed off.
		 Please go to Guest Services to collect your \$20 Fashion, Beauty and Entertainment Pacific Werribee Gift card.
		 Customers must bring a valid form of ID and their order confirmation email to collect their passes.
		Only the first 390 valid claims received will each be awarded the gift outlined below.
Item 11.	Maximum Number of Claims	Gift claims for this Promotion are subject to the following:
	Permitted	Limited to the number of children nominated in the Qualifying Registration.
		Each claim must be submitted in accordance with the claim instructions above.

Item 12.	Entry Form / Information Form	Yes
	Required	
Item 13.	Entry Form / Information Form Collection Location	https://pacificwerribee.qicre.com – located at Pacific Werribee Shopping Centre
Item 14.	Purchase Receipt Validation Required	Yes
Item 15.	Total Gift Pool Value	\$7,800 AUD
Item 16.	Number of Gifts	390
ltem 17.	Number of Gift Participants	390
Item 18.	Gift Description	 The Parent-Free Movie Sessions at Village Cinemas. Sessions will be: 1st February, showing Moana 2 8th February, showing Paddington in Peru 15th February, showing Sonic the Headgehog 3 Sessions are \$15.00 per session, with 130 spots per sessions. Arrival at 10am for a 10:30am start at Village Cinemas. With each booking on Eventbrite, there will be a \$20 voucher to spend in centre at participating retailers. Please collect voucher at Guest Servies with your ID: \$20 Fashion, Beauty and Entertainment voucher can only be claimed at JB Hi-Fi, H&M, Sheike, MECCA, Style Runner, Billini, Glassons, Seed, Sportsgirl, Universal Store, JD Sport, Myer, Forever New, Cotton On, BigW, Kmart, Target, Endota, Skin Kandy, Swarovski.
ltem 19.	Gift Conditions	 The \$20 giftcard must be used at the below participating retailers only: 1 x \$20 Adult Fashion, Beauty and Entertainment voucher can only be claimed at JB Hi-Fi, H&M, Sheike, MECCA, Style Runner, Billini, Glassons, Seed, Sportsgirl, Universal Store, JD Sport, Myer, Forever New, Cotton On, BigW, Kmart, Target, Endota, Skin Kandy, Swarovski.
ltem 19.	Gift Delivery Method	Once a pass is purchased online, they will be available for collection by the customer at the Pacific Werribee Guest Services desk, while stocks last until the allocation of Gifts is exhausted.
ltem 20.	Gifts Restrictions	As per the below Terms and Conditions of the Competition unless the Gift is a cash gift the gift(s) are not redeemable for cash; The Gift(s) is/are not transferable; If the Gift is provided by a third party the Gift is subject to any conditions imposed by the relevant provider(s); The Gift may require booking and completing as specified by the Promoter or by the Gift Provider; and The Gift is subject to availability and is subject to any terms and conditions imposed by the relevant providers.
		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.
ltem 21.	Personal Information Required from Participant	Full name, Contact phone number, Email address and Postcode

Item 22.	Centre's Use of Personal Information	 Conducting the Promotion Notification of prize/gift winners Your name and email address are automatically entered into the Promoter's database when you enter the Promotion. The Promoter collects these details to contact Promotion winners, to inform you about events, activities and promotions, and to better target and personalise your shopping experience (where applicable) in accordance with the Promoter's Privacy Policy at https://www.qic.com.au/privacy-policy. Other than as stated in this item, the Promoter will not collect, use and disclose the personal information of the Participant for any other purpose Carrying out marketing for the Promotion activities
Item 23.	If the Gift is a Gift Card (or another Gift which has conditions attached), where can the terms and conditions for the Gift be found, e.g. T&Cs on centre website)	https://pacificwerribee.qicre.com/
ltem 24.	List of Participating Stores Required	Νο
ltem 25.	List of Non-Participating Stores	Νο
Item 26.	Eligible Transaction exclusions	 Yes Offers available for Pacific Werribee stores only and cannot be used in conjunction with any other offer or promotion. Vouchers/gift cards cannot be used in exchange or transferred for cash. Vouchers/gift cards cannot be replaced/refunded if lost or misplaced. The \$20 giftcard must be used at the below participating retailers only. 1 x \$20 Adult Fashion, Beauty and Entertianment voucher can only be claimed at JB Hi-Fi, H&M, Sheike, MECCA, Style Runner, Billini, Glassons, Seed, Sportsgirl, Universal Store, JD Sport, Myer, Forever New, Cotton On, BigW, Kmart, Target, Endota, Skin Kandy, Swarovski.
		website or individual restaurants for full details.

Participation in the Promotion

- By participating in the Promotion, the Participant agrees to these Terms and Conditions. These Terms and Conditions incorporate the 'Particulars' section (above) which sets out some of the key details and rules of the Promotion.
- 2. The Participant may enter the Promotion the number of times specified in the Maximum Number of Entries Permitted during the Promotional Period.
- 3. To participate in the Promotion, the Eligible Person must during the Promotion Period:
 - (a) complete the Entry Method for Eligible Entry (subject to any Eligibility Restrictions) specified during the Promotion, Period; and
 - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
- 4. For Promotions which include Participating Retailers the Promoter (in its reasonable discretion) has the right to add or to remove a Participating Retailer from the list of Participating Retailers at any time.

The Promotion

5. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will start on the Start Date and end on the End Date of the Promotion Period or when the Number of Gifts has been exhausted, whichever is sooner.

Eligibility

- 6. The Promotion is only open to Eligible Persons.
- 7. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Gift

- 8. The Gift Description, Number of Gifts and Total Gift Pool Value are specified in the 'Particulars' section. The Gifts will be delivered to the recipients of the Gifts (**Gift Recipients**) in accordance with the Gift Delivery Method.
- 9.
- 10. Where the use of the Gift is subject to Gift Conditions and Restrictions any other terms and conditions of a Gift provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.
- 11. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.

12. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.

Other General Terms

- 13. All Promotion entries are the property of the Promoter.
- 14. If any Gift is not allocated by the end of the Promotion Period, the Promotion Period may be extended at the Promoter's discretion.
- 15. The Promoter shall not be liable for:
 - (a) any Loss whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or sustained,

during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.

- 16. Each Participant indemnifies and keeps indemnified the Promoter against all claims and Losses suffered or incurred by the Promoter or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Gift or the use of the Gift by the Participant.
- 17. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its reasonable discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Promotion as appropriate.
- 18. If the Promotion is conducted, administered or promoted on Facebook and/or on Instagram or if the Promoter publishes information or Prize Winners on Facebook and/or Instagram, then the Participant agrees to follow and act in accordance with the Facebook Terms of Service, which can be viewed at https://www.facebook.com/terms.php and/or Instagram's Terms of Use, which can be viewed at https://help.instagram.com/581066165581870/?helpref= hc fnav. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook and/or Instagram. The Participant agrees that Facebook and/or Instagram will not be responsible for any claims and Losses of any kind associated with this Promotion and releases Facebook and/or Instagram to the full extent permitted by law.
- 19. Any information provided by the Participant in this Promotion is being provided to the Promoter and not to Facebook or Instagram.

Privacy

- 20. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves set out in Personal Information Required from Participant item of the 'Particulars' section, amount of transaction and store of transaction.
- 21. The Promoter will collect, use and disclose the personal information which the Participant has provided for the

purpose specified in the Centre's Use of Personal Information set out in the 'Particulars' section (generally for notification, promotional and marketing purposes) and in accordance with the Promoter's Privacy Policy at https://www.qic.com.au/privacy-policy. The Promoter will not collect, use and disclose the personal information of the Participant for any other purpose.

- 22. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
- 23. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter.
- 24. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in reasonable circumstances. If the Promoter does this, it will tell the Participant why.
- 25. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at the Centre's website.
- 26. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

Governing law

27. These Terms and Conditions are governed under the laws of the applicate jurisdiction noted in the 'State Competition is being held' item of the 'Particulars'

Definitions

Any capitalised term used in these terms and conditions that are not defined in this 'Definitions' section and described in the 'Particulars' section will have the meaning given in the 'Particulars' section.

"Centre" means the Shopping Centre specified in the 'Particulars' section.

"Eligible Person" means an individual who:

 (a) is a resident of the relevant state/territory the Centre is located within;

- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non-Eligible Person; and
- (d) submits a Qualifying Registration subject to any Eligible Transaction exclusions.

"Eligible Transaction" means a transaction made by an Eligible Person who makes a purchase at a Participating Retailer during the Competition Period. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, electronic receipts (on phones) or 'click and collect" (online purchases), subscriptions, medical and cosmetic services, TAB, liquor and cigarette purchases, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Losses" means all liabilities, losses, damages, costs and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and "Loss" has a corresponding meaning.

"Non-Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) (c); and
- (e) any spouse, child, defacto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

"**Gift**" means one of gift or any substitute Gift of a similar replacement type and value as determined by the Promoter. Participants may only receive one (1) Gift.

"**Gift Recipients**" mean an Eligible Person who submits a Qualifying Registration that is able to claim a Gift in accordance with these Terms and Conditions.

"Participant" means any person who participates in the Promotion.

"Participating Retailers" means the retailers included in the list of Participating Retailers.

"Promoter" means the owner of the Centre and its personnel.

"**Promotion**" means submitting a Qualifying Registration for the opportunity to receive a Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period specified in the 'Particulars' section.

"Qualifying Registration" means a registration which complies with the Eligibility Restrictions set out in the 'Particulars' section..