

EASTLAND (Centre)
Spend to Win Competition
Terms and Conditions

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. There is no limit on the number of times a Participant may enter the Competition during the Competition Period.
4. Participants must keep their original receipts or tax invoices from Participating Retailers as proof of purchase.
5. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) make a purchase of \$50.00 or more at any Participating Retailer in a single transaction ("Eligible Transaction");
 - (b) visit the centre's website, scan the QR Code on display at participating retailers or visit kiosk in the Centre to enter;
 - (c) complete all details on the online entry form including Name, Email and Phone number, and entering the store in which they spent, date and amount which was spent during the Competition period ("Eligible Entry");
 - (d) the Participant agrees to automatically enter the Competition to go into the draw to win an Instant Prize on the day the entry form was completed for that purchase;
 - (e) the Participant agrees to automatically to enter the competition to go into the draw to win a Major Prize; and
 - (f) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and signed where applicable; and
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time

The Competition

7. The Competition will be conducted by Compco during the Competition Period. The Competition will end on expiration of the Competition Period.

Eligibility

8. The Competition is only open to Eligible Persons.
9. 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 Prizes

10. There will be Twenty (20) Instant Prizes daily during the Competition Period and Twenty (20) winners of an Instant Prize.
11. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
12. Each Eligible Entry by an Eligible Person will be entered into the Competition.
13. The first Twenty (20) Eligible Entries drawn by Compco on behalf of the Promoter each day from 23 November to 13 December 2020 will win an Instant Prize.
14. All Eligible Entries will be entered into the Major Prize draw which will be drawn by Compco on behalf of the Promoter on 10am 14 December 2020 at the office of Compco Digital, 166 Ramsgate Avenue, Bondi, NSW 2026.
15. Prize Winners are only able to win an Instant Prize twice during the Competition Period.
16. If the Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be the Prize Winner for the purposes of the Competition.
17. The Promoter may, but is not obliged to, publish the results of the Promotion. By participating in the Promotion, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Gift. If the Promoter decides to publish the results of the Promotion, then the Promoter will publish the results on the Centre's social media including platforms including Facebook and Instagram.
18. A Participant claiming to be the Prize Winner will be required to provide proof of identity and receipt of amount spent on Eligible Entry.
19. The Promoter will use reasonable efforts to notify the Prize Winner/s via entry details (ie phone, email, address) to arrange delivery or collection of the Prize.
20. Instant Prize winners must claim their prize before 5.30pm on Wednesday 23 December 2020.
21. If despite reasonable efforts the Promoter is unable to locate or contact an Instant Prize winner to arrange collection prior to Wednesday 23 December 2020, the prize will be forfeited. No new Instant Prize Winners will be issued.
22. If despite reasonable efforts the Promoter is unable to locate or contact the Major Prize Winner within seven (7) days after the winner is decided, another Prize Winner will be drawn by Compco on behalf of the Promoter on the seventh day after the Prize Winner is unable to be located or contacted. Any subsequent winner will be notified in accordance with these Terms and Conditions.
23. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.

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24. The Prizes are subject to the conditions relating to the use of the Prize (including validity period).

Other General Terms

25. All Competition entries are the property of the Promoter.

26. Each Participant:

- (a) Presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
- (b) Warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
- (c) Voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.

27. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.

28. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:

- (a) any loss or damage 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 Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.

29. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.

30. If this Competition is interfered with in any way or is not capable of being conducted as reasonable anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole 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 Competition as appropriate.

Privacy

31. 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 Competition, the Participant will be required to provide the Promoter with personal

information about themselves such as the Participant's name.

32. The Promoter may collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition (including in general for notification and promotion of Prizes).

33. The Promoter will collect, use and disclose the personal information which the Participant has provided the purpose of adding the Participant's details to the Centre's database.

34. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.

35. 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 on (03) 9870 8377

36. 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 on (03) 9870 8377 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 some circumstances. If the Promoter does this, it will tell the Participant why.

37. 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 www.eastland.com.au.

38. 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 on (03) 9870 8377 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.

Definitions

"Centre" means Eastland Shopping Centre located at 175 Maroondah Highway, Ringwood Vic 3134.

"Compco" means the third party the Promoter has assigned to conduct the Competition (www.compcodigital.com).

"Competition" means the opportunity to go into the draw to win a Prize in accordance with these Terms and Conditions.

"Competition Period" means the period from 9:00am 23 November to 5:00pm 13 December 2020.

"Eligible Entry" means an entry which complies with the requirements of clause 5.

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“**Eligible Person**” means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian’s permission to participate in the Competition;
- (c) is not a Non Eligible Person;
- (d) submits an Eligible Entry; and

“**Eligible Transaction**” means an Eligible Person must spend a minimum of \$50.00 or more at a Participating Retailer during the Competition. 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, or ‘click and collect’ (online purchases), subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases), payment for medical and cosmetic procedures, liquor, TAB and cigarette purchases will not qualify as an Eligible Transaction.

“**Intellectual Property Rights**” means all intellectual property rights, including copyright and any right to keep confidential information confidential.

“**Materials**” means written materials provided by the Participant pursuant to the Competition.

“**Moral Rights**” means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

“**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, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

“**Participant**” means any person who participates in the Competition.

“**Instant Prize**” means one (1) of Twenty (20) Eastland Gift Cards valued at \$50.00 each, drawn daily during the Competition Period which must be used before 24 December 2020, or any substitute prize of a similar replacement type and value as determined by the Promoter.

“**Major Prize**” means one (1) Gift Card valued at \$1,000.00 drawn on 14 December 2020 valid for 3 years, or any substitute prize of a similar replacement type and value as determined by the Promoter.

“**Prizes**” means either “Instant Prize” or “Major Prize”.

“**Participating Retailers**” means \$2 Mega Mart, 2 Plus A, 400 Gradi, Adairs, Adairs Kids, Adventure Mega Store, Aesthetik, Ajisen Ramen, Alannah Hill, All Cases, Ally Fashion, Alpha 60, Alter It, Alterations Plus, Amy’s Cards and Gifts, Amcal, Ang Ang, Anytime Fitness, Azali, Australia Skin Clinics, Bad Workwear, Bailey Nelson, Bakers Delight,

Ballistyx, Bayside Flower Garden, Beauty and Brow Parlour 1, Beauty and Brow Parlour 2, Bed Bath n Table, Bell and Barnett, Best & Less, Best & Less, Best Cuts, Betts, Biba Salon, Big W, Bingo, Block 7 Dumplings, Blue Illusion, Bob’s Barber, Body Balance and Massage, Bon Vivant Deli, Bonds, Bonds Kids, Boost, Bras N Things, Breadtop, Brioche by Phillip, Brows Threading, Café Cherry Beans, Caffè Stazione, Camera House, Card & Caboodle, Charley Boutique, Chatime, Cobbler Plus, Connor, Cotton On, Cotton on Kids, Cotton on Body, Country Road, Crown Asian Grocery, Cue, Cupcake Central, Cupcake Desire, Cuts and colours, Cuts n All, Daiso, David Jones, Decjuba, Degani, Deja Vu Interiors, D’Elephant Thai, Diamond Nails, Dotti, Dumplings Plus, Dusk, Dymocks, Earth Espice, EB Games, Edge Clothing, Embellir, Endota, Elephone, Espresso Warriors, Essential Beauty, Express Cutting Zone, Factorie, Fade Mens Barber, Ferguson Plarre, Fish Pier, Flight Centre, Footlocker, Forever New, Fruit Freaks, Gamesworld, Gami Chicken & Beer, Gazman, General Pants, Ghanda, Glassons, Go Vita, Goldelucks Donuts, Goldmark, Goodlife, Gorman, Green Palm Massage, Grill’d, Guzman Y Gomez, H&M, Haighs, Hairhouse Warehouse, Harris Blake & Parsons, Harris Scarfe, Hart Co, Home and Body, Helloworld, Hi touch Mobile, Honey Birdette, Holdsworth Bros Jewellers, Hollywood Nails, Hoskings, House, Hoyts, Hunky Dory, Hunter and Barrell, Hush Puppies, Huxtaburger, Hype DC, icontact, Inglot, Ishka, Ivore Design, Jack London, Jacqui E, Jamaica Blue Eastland L1, Jamaica Blue Eastland L2, Jay Jays, JB Hi Fi, Johnny Big, Just Cuts, Just Jeans, Kathmandu, Katie’s, KFC, Kidstuff, Kids Footwear, Kiehl’s, Kikki K, Kmart, Kookai, Kyoto Café, Laser Clinics Australia, Laurent, Lanzhou Beef Noodle Bar, Lavezzi, Levi’s, L’Occitane, Lorna Jane, Lovisa, Lovisa (East Mall), M J Bale, MAC Cosmetics, Manchester Collection, Martin York, Matchbox, Mecca Cosmetics, Mecca Maxima, Merric, Michael Hill, Midea, Michels Patisserie, Midas, Mimco, Minimax, Miniso, Missco, Mister Minit, MME, Mocha, Mrs Fields, Muffin Break L1, Muffin Break L2, My Beauty Spot, My Size, Myer, MySkin Clinics, Nandos, Natural Hearing, Naturalizer, NeNe Chicken, Neverland Store, Nike, Noni B, Novo, Nut Empire, Odyssey Nails, Oliver Brown, OMI, Ollie’s Place, OPSM, Optus, Oscar Wiley, OshKosh Carters, Ozmosis, Pacos Tacos, Pak, Pandora, Paper Kites, Pera, Peter Alexander, Peter Jackson, Pharmacy 4 Less, Photo Xpert, Picture A Print, Pimp my Mobile, Platypus Shoes, Politix, Polka Dot, Portmans, Priceline, Princess Highway, Pro Phone Repairs, Professional, Prouds, Pure Baby, QBD The Bookshop, R M Williams, Rebel, Reformation Pilates, Rice Workshop, Ringwood Jewellers, Riot! Arts& Crafts, Ripe Maternity, Rodd and Gunn, Roll’d, Running Stitch, Sacca Fruit World, Salotti Del Café, Salsas, Sass and Bide, Schnitz, Seed, Sen’s Massage, Sharetea, Shaver Shop, Sheike, Shingle Inn, Shoes & Sox, Shore Therapy, Silver Moon, Sketchers, Skin & Brow Junction, Si Mamma, Skin Kandy, Smiggle, Soul Origin, Specsavers, Spendless Shoes, Sportsco, Sportsgirl, Spudbar, Staple of India, Star Carwash, Starbucks, Strandbags, Strike/Holey Moley, Subway, Sunglass Hut, Supre, Surf Dive n Ski, Sushi Hub, Sushi Sushi L1, Sushi Sushi L2, Sushii Izakaya Bar, Suzanne Grae, Swarovski, T2, Taking Shape, Target, Tarocash, Tastea, Taylor Made Memorabilia, Telstra, Temelli Jewellery, TGI Fridays, Thai Alley, The Athlete’s Foot, The Body Shop, The AFL Store, The Chopping Block, The Coffee Club, The Face Shop, The Groove Train, The Pancake Parlour, The Reject Shop, Therapy Zone, Timezone, Toyworld, Tutti Frutti, Typo, Uniqlo, Universal Store, Vans, Veronika Maine, Victoria’s

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Secret, Vodafone L1, Vodafone L2, Wendy's, Wheel & Barrow, White Mojo, Wild Rhino, Williams, Witchery, Wittner, Woolworths, Yassas The Greek Way, YD, Your Surprises, Yoyogi, Zhong's Massage, Zing Pop Culture

"Promoter" means the owner of the Centre, Eastland Property Holdings Pty Ltd ACN 055 780 295 atf Eastland Shopping Centre Trust, Level 5, 66 Eagle Street, Brisbane Qld 4000.

"Promoter Entities" means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

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