

**Watergardens Town Centre (Centre)
Gift with Purchase Promotion
Terms and Conditions**

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who makes an Eligible Transaction during the Promotion Period.
3. Eligible Persons may enter the Promotion once only during the Promotion Period.
4. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) purchase a Watergardens Gift Card at the Customer Service Desk in the Centre to receive a Gift ("**Eligible Entry**"); 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 signed where applicable.

The Promotion

5. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or when all the Gifts have been redeemed.

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. There will be two thousand (2000) Gifts and two thousand (2000) recipients of a Gift.
9. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
10. If the Gift Winner is under the age of 18 years, the parent or guardian of the Gift Winner who gave permission for entry into the Promotion will be deemed to be the Gift Winner for the purposes of the Promotion.
11. The Gifts are subject to the conditions relating to the use of the Gifts (including validity period) which can be viewed at www.watergardens.qicgre.com.

Other General Terms

12. All Promotion entries are the property of the Promoter.
13. 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 Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.

14. 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 Promotion or the use of the Gift by the Participant.
15. If this Promotion 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 Promotion as appropriate.

Privacy

16. 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 will be required to provide the Promoter with personal information about themselves such as the Participant's name and telephone number.
17. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Promotion (including in general for notification and promotion of Gifts).
18. 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.
19. 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) 9361 5511.
20. 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) 9361 5511 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.
21. 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.watergardens.qicgre.com.

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22. 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) 9361 5511 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.

"Promotion" means the opportunity to go into the draw to receive a Gift in accordance with these Terms and Conditions.

"Promotion Period" means the period from 9:00am on 1 February 2020 to 5:00pm on 15 March 2020.

Definitions

"Centre" means Watergardens Town Centre located at 399 Melton Highway, Taylors Lakes Vic 3038.

"Eligible Entry" means an entry which complies with the requirements of clause 4.

"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 Promotion;
- (c) is not a Non Eligible Person;
- (d) submits an Eligible Entry; and

"Eligible Transaction" means an Eligible Person must purchase a Watergardens Gift Card in the Centre (noting there is a \$2.00 activation fee) during the Promotion 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, subscriptions, 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.

"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 Promotion.

"Gift" means one (1) of two thousand (2000) Watergardens Reusable Shopping Tote Bags valued at \$5.00 (RRP) or any substitute Gift of a similar replacement type and value as determined by the Promoter.

"Promoter" means the owner of the Centre, Watergardens Pty Ltd ACN 066 25 205 aff Watergardens Trust, Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

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