

## TERMS AND CONDITIONS FOR KRIS KRINGLE GIFT TREE PROMOTION

Information on how to enter and prizes form part of these Terms and Conditions. Participation in the Kris Kringle Gift Tree ("Promotion") is deemed acceptance of these Terms and Conditions.

The Promotion is promoted by Jen Retail Properties Ltd ABN 70 051 837 266 ("Promoter") at Spencer Outlet Centre, 201 Spencer Street, Docklands, Victoria 3008

### ELIGIBILITY

1. Subject to condition 2, this Promotion is only open to Australian residents.
2. The following are ineligible: (i) employees of the Promoter, centre employees, Jen Retail Properties or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

### PROMOTION PERIOD

3. This Promotion commences on Friday 24/11/2017 at 11am, and will run each Friday 1, 8, 15 & 22 December between 11am and 3pm, ending at 3pm Australian Eastern Daylight Savings Time ("AEDST") on 22/12/17 ("Promotion Period") or while stocks last.

### HOW TO ENTER

4. To enter this Promotion, eligible individuals must spend \$100 on one of the Fridays in condition 3, at Spencer Outlet Centre stores (Excluding Coles) and sign up to become a VIP to choose a gift from our KK Gift tree, located in centre near TK Maxx.

### LIMITS ON ENTRY

5. Limit of one (1) entry permitted per eligible person per \$100 spend/valid receipt(s) during the promotional period. We reserve the right to void entries once the participant has exceeded this amount. Participants present their valid receipts, upon request, to be eligible to claim their prize.

### PRIZE DETAILS

6. Total promotion prize pool is \$6,245.45 and consists of:
  - a. 90 x Spencer Outlet Centre Keep Cups with a total value of \$1,260.00 (\$14.00 each)
  - b. 75 x Spencer Outlet Centre \$20 gift cards with a total value of \$1,500.00
  - c. 150 x Spencer Outlet Centre \$10 gift cards with a total value of \$1,500.00
  - d. 100 x Spencer Outlet Centre \$5 gift cards with a total value of \$500.00
  - e. 50 x 2XU \$20 gift cards with a total value of \$1,000.00
  - f. 3 x Diadora 2ltr drink bottles with a total value of \$60.00 (\$20.00 each)
  - g. 1 x Peter Alexander Penny Plush valued at \$49.95
  - h. 15 x Schnitz small chips vouchers with a total value of \$55.50 (\$3.70 each)
  - i. 1 x Schnitz Free Roll or Wrap voucher values at \$12.00
  - j. 2 x Cafe Rojo \$20 food voucher with a total value of \$40.00
  - k. 5 x Cafe Rojo \$15.00 food voucher with a total value of \$75.00
  - l. 10 x Cafe Rojo Medium Hot Beverage Vouchers with a total value of \$43.00 (\$4.30 each)
  - m. 5 x \$10 Florentine Eyewear Vouchers with a total value of \$50.00
  - n. 20 x Soul Origin Coffee Vouchers with a total value of \$100 (each a Gift and together the Gifts).
7. There is an allocation total of approximately \$1,249.09 in prizes to win on each day as outlined in condition 3, and once allocation is exhausted prizes can no longer be redeemed on that day OR redemption will run until 3pm, whichever occurs first.

## **GENERAL**

8. If there is a dispute the Promoter reserves the right, in its sole discretion, to determine the eligibility of the entrant.
9. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
10. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter and its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
11. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The Promoter's decision is final and no correspondence will be entered into.
14. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Jen Retail Properties group of companies (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Jen Retail Properties group of companies (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

## **PRIVACY**

16. In order to conduct this Promotion, the Promoter may choose to collect personal information about each entrant. This information will be added to the Spencer Outlet Centre email database.
17. Winning participants in the Promotion must provide personal information including but not limited to name, number, address, age and photographic evidence. This information maybe entered into the Jen Retail Properties database.