

**TERMS AND CONDITIONS FOR Spencer Outlet Centre
“FOMO FRIDAYS GIFT CARD FREEBIE” 2021 PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **“FOMO FRIDAYS GIFT CARD FREEBIE”** Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on VIC local time.

ELIGIBILITY

2. Subject to condition **4** this Promotion is only open to Australian residents **aged 14 years or over**.

3. Entrants under 18 years old must have parent/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.

4. The following are ineligible: (i) employees of the Promoter, Jen Retail Properties Ltd ABN 70 051 837 266 (**“Promoter”**) at Spencer Outlet Centre, 201 Spencer Street, Docklands, Victoria 3008 or any of the tenants or retailers in Spencer Outlet Centre (**“Participating Centre”**) 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

5. This Promotion commences on 14/5/21 and ends at 2pm (or when allocation is exhausted) on 4/6/21 (**“Promotion Period”**).

HOW TO CLAIM

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

- a) Be one of the first 200 people to present at the gift card collection point near Starbucks at Spencer Outlet Centre, Level 1, 201 Spencer Street, Docklands from 11am on one of the FOMO FRIDAY Dates: 14, 21, 28 May and 4 June, 2021.
- b) Sign up to the Spencer Outlet Centre VIP newsletter at www.spenceroutletcentre.com.au.

LIMITS ON ENTRY

7. Limit of one (1) redemption permitted per person, per email, per day during the campaign period (dates specified).

PRIZES

8. The first 200 valid people to meet the redemption criteria on each FOMO FRIDAY, will be able to redeem a Spencer Outlet Centre Gift Card valued at AUD\$10.00.

- a) The prize(s) consists of the following:
800 x \$10.00 Spencer Outlet Centre gift card (the Prize), 200 given away on each of the dates specified while stock lasts.
- b) The Prize is supplied by Cards 4 All Pty Ltd (ABN 99 118 809 886) (the Supplier).
- c) The Prize will be awarded to a total of 800 winners.
- d) The Prize may be subject to additional terms and conditions of the Supplier.

GENERAL

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
12. 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.
13. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
14. Total prize pool value is \$8,000.00
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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) in any media 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.
17. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. The Promoter's decision is final and no correspondence will be entered into.
20. 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 Jen Retail Properties Ltd (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.

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Jen Retail Properties Ltd (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 a prize.

PRIVACY

22. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Spencer Outlet Centre database. The Promoter and Jen Retail Properties Ltd may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or contacting the entrant and for such other purposes as set out in the Jen Retail Properties Ltd Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Jen Retail Properties Ltd Privacy Policy. Upon the entrant’s request, all information provided will be removed from our active database. To request details to be removed, please unsubscribe via email or write to: info@spenceroutletcentre.com.au. Information will be removed as soon as reasonably possible in accordance with our Jen Retail Properties Ltd Privacy Policy and applicable laws. A copy of the Privacy Statement is available for viewing at the Centre Management office at Spencer Outlet Centre or at <http://spenceroutletcentre.com.au/privacy/> All entries remain the property of the Promoter.

23. The “**Promoter**” is Jen Retail Properties Ltd ABN 70 051 837 266 (“Promoter”) at Spencer Outlet Centre, 201 Spencer Street, Docklands, Victoria 3008.