

## TERMS AND CONDITIONS SPENCER OUTLET CENTRE 'SOC RAINBOW' PROMOTION

### General

1. The '**SOC RAINBOW**' social media promotion (**Promotion**) commences at 10:00am (Australian Eastern Standard Time (**AEST**)) on Monday 6 December 2021 and concludes at 6:00pm (AEST) on Monday 31 January 2022 (**Promotion Period**).
2. 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
3. By entering the Promotion, all entrants (**Entrants**) are subject to, and will need to adhere to, these terms and conditions and any future terms and condition or alterations to these terms and conditions.
4. Entry into the Promotion constitutes the Entrant's unconditional acceptance of these terms and conditions.

### Prize

5. The Promotion prize has a total value of \$100.00 and consists of the following:
  - a. Two (2) x \$50 Spencer Outlet Centre gift cards (the **Prize**)
6. The Prize is supplied by Cards 4 All Pty Ltd (ABN 99 118 809 886) (the **Supplier**).
7. The Prize will be awarded to two winners on Instagram.
8. The Prize may be subject to additional terms and conditions of the Supplier.

### How to Enter

9. To enter the Promotion, Entrants must, during the Promotion Period:
  - a. Capture your moment by taking a photo in front of the Rainbow Wall located near Harris Scarfe at Spencer Outlet Centre, Level 1, 201 Spencer Street, Docklands, Victoria, 3008.
  - a. Upload your photo to Instagram, follow and tag @spenceroutletcentre and hash tag #SOCRAINBOW
  - b. Ensure your Instagram profile is set to 'Public' for your entry to be seen.
  - c. Entries must be received during the Promotion Period. Entries are deemed to be received at the time they are received by the Promoter (and not at the time the Entrant submits the Entry).
10. Entry into the Promotion is free.
11. Entries are limited to one for each person.
12. By entering the Promotion, each Entrant grants to the Promoter and the Centre Management at Spencer Outlet Centre (**Centre Management**) a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of their Entry and/or Photo, without royalty, payment or other compensation. Each Entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

### Winners and Prizes

13. The Promotion is a game of skill and the winner (**Winner**) will be selected from the pool of eligible Entries which demonstrate the most interesting, original and creative response as determined by the Centre Management or the Promoter in their absolute discretion.
14. The Winner will be notified that they have won the Promotion via their social media Entry by 5:30pm (AEST) on Friday 31 December 2021 and must respond to Centre Management as directed by 5:00pm (AEST) on Friday 7 January 2022 to claim the Prize. Centre Management will use reasonable endeavours to arrange a time with the Winner(s) to pick up the Prize from Spencer Outlet Centre at a time and on a day which is mutually convenient to Centre Management and the Winner. A second prize winner will be selected and notified by Monday 31 January 2022 and must respond by Friday 4 February 2022.
15. If the Winner(s) does not respond to Centre Management by 5:00pm (AEST) on Friday 4 February 2022 to claim the Prize; the Winner(s) will no longer be entitled to the Prize and the Centre Management or the Promoter, subject to any statutory requirements, reserves the

right to select an alternative winner (**Replacement Winner**) at a time and date to be determined by the Centre Management or Promoter. The Replacement Winner is then the winner of the Prize for the purposes of these terms and conditions. A Replacement Winner will be notified via their social media Entry and Centre Management will use reasonable endeavours to arrange a time with that Replacement Winner to pick up the Prize from Spencer Outlet Centre at a time and on a day which is mutually convenient to Centre Management and the Replacement Winner. If a Replacement Winner does not claim the Prize by 5:00pm on 22 February 2022, the Promoter may (in its absolute discretion) retain the Prize and is under no obligation to find a further alternative winner.

16. Proof of identity will be required to claim the Prize.
17. All costs, associated with collecting the Prize (including, but not limited to travel and parking costs) are the sole responsibility of the Winner and will not, under any circumstances, be compensated by the Promoter.
18. The Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and may be subject to additional terms and conditions of the Promoter, supplier or manufacturer as applicable.
19. If the Prize is unavailable for whatever reason, the Promoter reserves the right in its absolute discretion to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
20. The Promotion is not valid in conjunction with any other offer.

#### **Compliance with terms and conditions**

21. The winning Entry must conform with all of these terms and conditions. No responsibility will be accepted for late, non-conforming, lost, incomplete or misdirected Entries. Entries that are not in accordance with these terms and conditions are invalid.
22. The Promoter reserves the right in its sole discretion to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper misconduct (including, but not limited to, plagiarism and defamation) calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
23. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages from the offender to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage.
24. Any decision made by Centre Management or the Promoter in respect of the Promotion is final and binding and no correspondence will be entered into.

#### **Eligibility**

25. The Promotion is open to Victorian residents aged 13 years or older. All Entrants under 18 years of age must have prior consent from a parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request.
26. The Promotion is open to all aged 13 years or older in Victoria, except employees, contractors, agents of Spencer Outlet Centre, sponsors of the Promotion and their immediate families; employees of Jen Retail Properties or related bodies corporate and their immediate families; tenants in Spencer Outlet Centre and their immediate families; the staff of tenants in Spencer Outlet Centre and their immediate families; the contractors of tenants in Spencer Outlet Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. Immediate families means spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) and grandparents. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
27. The Promoter reserves the right to verify the validity of Entries submitted to the Promotion. The Promoter may request any document which establishes an Entrant's eligibility to enter to the Promotion including, without limitation, an Entrant's identity, age and place of residence.

### **Limitation of Liability**

28. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss, expense, damage or liability whatsoever which is suffered or incurred (including, but not limited to, indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with the Prize, including any loss, expense, damage or liability arising as a result of (but not limited to):
- a. any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected Entry;
  - b. any technical difficulties or equipment malfunction;
  - c. any theft, unauthorised access or interference by another person;
  - d. use of, or taking of, a Prize; or
  - e. participation in the Promotion.
31. The Promoter assumes no responsibility for:
- a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise;
  - b. any theft, destruction or unauthorised access to, or alteration of such communications; and
  - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion.
32. All internet, mobile phone and/or SMS charges in relation to the Promotion are the sole responsibility of the Entrant.
33. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
34. The warranty (if any) on the goods and services obtained as a result of the Promotion remains the sole responsibility of the supplier or manufacturer of the Prize.

### **Privacy**

35. By entering the Promotion, each Entrant hereby gives Centre Management and the Promoter authority to:
- a. publicly announce their name (should they be the Winner) on any social media platform following determination of the Winner of the Promotion and at any stage thereafter.
  - b. use or replicate their name, likeness, image and/or voice (including any photograph, film, and/or recording of same) in any media at any time or times without royalty, payment or other compensation for the purposes of promoting the Promotion, Spencer Outlet Centre, the Promoter and/or the Promoter's (or its related entities) products or services. Further, Winners agree to participate in all reasonable promotional activities in relation to the Promotion and the winning of the Prize.
36. By participating in the Promotion, each Entrant agrees that the Promoter may use information provided by the Entrant in connection with their Entry, Photo or claiming the Prize in accordance with Spencer Outlet Centre's Privacy Statement. 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/>.

### **Changing the Promotion**

38. If the conduct or operation of the Promotion is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter or the Promotion is not capable of running as planned (including, but not limited to, by reason of misdirected Entries, tampering, unauthorised intervention, fraud or technical failure), the Promoter reserves the

right (in its absolute discretion) to (subject to any statutory requirements) suspend, modify, cancel, recommence or terminate the Promotion as appropriate. For the avoidance of doubt, any cause which is outside the reasonable control of the Promoter includes, but is not limited to, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes or computer viruses.

**No affiliation**

39. The Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform provider (including, but not limited to, the providers of Facebook, and Instagram) or any of their related entities (**Provider**).
40. Each Entrant agrees to release any Provider from all liability in connection with, or in relation to, the Promotion.
41. The terms and conditions of the Promotion do not intend to conflict with, or derogate from, a Provider's terms and conditions of use, statement of rights and responsibilities (if any), data use policy or any other terms and conditions imposed by the relevant Provider on Entrants from time to time to use the relevant social media platform.