

**TERMS AND CONDITIONS FOR SPENCER OUTLET CENTRE
BLACK FRIDAY SUNSHINE & RAINBOWS ICE CREAM VENDING PROMOTION**

Information on how to enter and prizes form part of these Terms and Conditions. Participation in the 'SUNSHINE & RAINBOWS ICE CREAM VENDING' ("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, Spencer Outlet Centre employees, 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 29/11/2024 at 11am and ends at 4pm Australian Eastern Daylight Savings Time ("AEDST") on 30/11/2024 ("Promotion Period") or while stock lasts. (11am to 7pm Friday 29/11/24 and 11am to 4pm Saturday 30/11/24).

HOW TO ENTER

4. To enter this Promotion, eligible individuals who have made a purchase of \$10 or more at Spencer Outlet Centre, can visit the ice cream vending machine located outside TK Maxx during the promotion period and be given the opportunity to choose an ice cream gift from the vending machines.
5. Eligible individuals must also sign up to the Spencer Outlet Centre E-List to choose a an ice cream from the vending machine, during the promotion period.
6. There are a total of 113 available prizes, as indicated in item 9 in these Terms & Conditions.
7. There is a total of 1,000 Dixie ice creams (over two days). Selection of an ice cream containing a prize is a game of chance. Non-winning ice cream is a gift valued at \$3.00.

LIMITS ON ENTRY

8. Limit of one (1) entry/ice cream selection permitted per eligible person per valid email address during the promotional period. We reserve the right to void entries once the participant has exceeded this amount.

PRIZE DETAILS

9. Total promotion prize pool is **\$6,670** and consists of the following gift cards/vouchers and prizes:

RETAILER GIFT CARD	AMOUNT	QTY	TOTAL
Adidas	\$ 100.00	12	\$ 1,200.00
Bonds	\$ 20.00	4	\$ 80.00
Chemist Warehouse	\$ 20.00	5	\$ 100.00
Converse	\$ 100.00	1	\$ 100.00
Cotton On	\$ 20.00	5	\$ 100.00
Cotton On Body	\$ 20.00	4	\$ 80.00
FILA	\$ 50.00	3	\$ 150.00
Glassons	\$ 50.00	4	\$ 200.00
Harris Scarfe	\$ 20.00	4	\$ 80.00
House	\$ 50.00	1	\$ 50.00
Jay Jays	\$ 20.00	5	\$ 100.00
Kaisercraft	\$ 20.00	4	\$ 80.00
Kathmandu	\$ 50.00	2	\$ 100.00
Lovisa	\$ 20.00	1	\$ 20.00
Peter Alexander	\$ 100.00	2	\$ 200.00
Platypus	\$ 100.00	1	\$ 100.00
Rip Curl	\$ 50.00	3	\$ 150.00
Skechers	\$ 100.00	1	\$ 100.00
Smiggle	\$ 20.00	4	\$ 80.00
Sporting House	\$ 30.00	2	\$ 60.00
The Caffeine Crumb Free Coffee	\$ 5.00	48	\$ 240.00
TK Maxx	\$ 20.00	4	\$ 80.00
Trenerly	\$ 50.00	4	\$ 200.00
Warwick Jones	\$ 20.00	1	\$ 20.00
TOTAL		125	\$ 3,670.00

Each ice cream gift (QTY: 1,000) is valued at \$3.00 for a total of \$3,000.

(each a Gift and together the Gifts).

10. Once allocation is exhausted, prizes can no longer be redeemed on that day OR redemption will run until 4pm on 30/11/2024, whichever occurs first.

GENERAL

11. If there is a dispute the Promoter reserves the right, in its sole discretion, to determine the eligibility of the entrant.
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 and 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. 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 photography, 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.
15. 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.
16. The Promoter's decision is final, and no correspondence will be entered into.
17. 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 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.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Jen Retail 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

19. 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 (E-List).
20. Winning participants in the Promotion must provide personal information including but not limited to name, phone number, email, address, age and photographic evidence. This information may be entered into the Jen Retail Properties Ltd database.
21. The Spencer Outlet Centre Privacy Policy can be viewed online at: <https://spenceroutletcentre.com.au/privacy/>