

Ashfield Mall (Centre)
GWP Promotion – Mother’s Day
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. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
3. An Eligible Person may obtain one entry per day for each Eligible Transaction.
4. Eligible Persons may enter the Promotion a maximum number of once (1) per day during the Promotion Period.
5. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - a. Make an Eligible Transaction and present their original receipt or tax invoice to the Gift counter located on Level 3 outside HSBC.
 - 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 any relevant consent form signed where applicable.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Stores at any time.

The Promotion

7. The Promotion will be conducted at the Centre during the Promotion Period. The Promotion will end at the expiration of the Promotion Period or earlier once all Gifts have been given away.

Eligibility

8. The Promotion is only open to Eligible Persons.
9. 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 these rights.

The Gift

10. There will be nine hundred and eighty (980) Gifts and nine hundred (980) recipients of a Gift (**Gift Recipients**).
11. The Gifts are not transferrable, refundable or exchangeable and cannot be taken as cash.
12. A Participant claiming to be a Gift Recipient will be required to provide proof of identity.

Other General Terms

13. All Promotion entries are the property of the Promoter. All entries will be entered into a database and the Participants’ names and addresses may be used for future promotional, marketing and publicity purposes.
14. 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.
15. 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.
 16. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law (“**ACL**”) and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement (“Your Consumer Rights”) Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence). Any condition or warranty which would be implied by law into these term and conditions is excluded.
 17. Participation in the Promotion implies acceptance of all Terms and Conditions.
 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, 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

19. 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 postcode, the store the Eligible Transaction was made and the dollar value of the purchase.
20. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Promotion in general for notification and promotion of Gifts.
21. 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.
22. 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 (02) 9799 8488.
23. 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 (02) 9799 8488 to ask for access to the Participant’s personal

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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.

24. 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.ashfieldmall.com.au.
25. 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 (02) 9799 8488 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.

Definitions

“**Centre**” means Ashfield Mall, located at 260A Liverpool Road, Ashfield NSW 2131.

“**Eligible Entry**” means an entry which complies with the requirements of clause 4.

“**Eligible Person**” means an individual who:

- (a) Is a resident of New South Wales;
- (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; and
- (d) Submits an Eligible Entry.

“**Eligible Transaction**” means an Eligible Person must spend during the Promotion Period either:

- (a) A minimum of \$50 or more in one transaction at a participating speciality retailer;

“**Gift**” means one (1) of the following gifts (while stocks last):

- (a) One (1) of nine hundred and eighty (980) Crabtree & Evelyn hand creams valued at \$30; or

Or any substitute gift of a similar replacement type and value as determined by the Promoter.

“**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 of 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.

“**Participating Store**” means Ashfield Eyecare, Dimora Bags, Excel Jewellers, Forcast, Kmart, L’Essentiel Beauty & Nails, Ling Nan TCM Centre, Lotustun Cosmetics, Magic Massage, Moss Clothing, OPSM,

Moe & Co, Pearl Nails, Phoenix Beauty, Phoenix Health & Gifts, Priceline, Prouds Jewellers, Roses For You, Scissors Taper Cut, SES Fashion, Shugo, Pharmacy 4 Less, Specsavers, Sussan, Wonderful Watch World, Moss Clothing, Mr Vitamins, Cell Bar, Optus, Vodafone, Telstra, EB Games, 85 Degrees, Akira Sushi, Boost Juice, Caffe Cherry Beans, Daijoubu Japanese BBQ, Dan’s Chinese, Gloria Jeans Coffee, Ikura Kaiten Sushi, Kebbabbque, KFC, Kow Thai Thai, Krema Bar, Michels’ Patisserie, Red Café, Saigon Summer, Sindoor Inidan, Subway, Sushi House, Urban Artisan, Ashfield Best Meats, Ashfields of Fruit, Classic Alterations, Mister Minit.

“**Promoter**” means Abacus Funds Management Limited (ABN 66 007 415 590), Level 34 Australia Square, 264-278 George Street, Sydney NSW 2000

“**Promoter Entities**” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.

“**Promotion**” means the opportunity to receive a Gift in accordance with these Terms and Conditions.

“**Promotion Period**” means the period from

- 10am-2pm 1 Tue 1 May 2018;
- 10am-2pm Wed 2 May 2018;
- 10am-8pm Thur 3 May 2018;
- 10am-2pm Fri 4 May 2018;
- 10am-2pm Sat 5 May 2018;
- 10am-2pm Sun 6 May 2018;
- 10am-2pm Mon 7 May 2018;
- 10am-2pm Tue 8 May 2018;
- 10am-2pm Wed 9 May 2018;
- 10am-8pm Thur 10 May 2018;
- 10am-2pm Fri 11 May 2018;
- 10am-2pm Sat 12 May 2018;