

**Ashfield Mall (Centre)**  
**Christmas Spend and WIN Promotion**  
**22 November 2021 – 12 December 2021**  
**Terms and Conditions**

**Participation in the Spend and WIN 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 submits an Eligible Entry during the Promotion Period.
3. There is no limit on the number of times a Participant may enter the Promotion during the Promotion Period.
4. To enter the Promotion, the Eligible Person must during the Promotion Period:
  - a. Must spend \$30 at any specialty stores or \$70 in Coles, Woolworths, ALDI or Kmart
  - b. Complete an entry form using the QR code/link provided on any of our entry points
  - c. Must present an eligible transaction receipt upon claiming the Prize

**The Promotion**

5. The Promotion/s will be conducted at the Centre at Ashfield Mall 260A Liverpool Road. The Promotion will end on expiration of the Promotion Period.

**Eligibility**

6. The Promotion is only open to Eligible Persons.
7. 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 WIN Promotion Prize**

8. There will be one (1) Winner and (2) prize/s (Prize Winner/s).
9. The Prize/s goes to one (1) participant and one (1) nominated friend.
10. The Prize/s is valid for use at Ashfield Mall Retailers only
11. The Prize/s are not transferable, refundable or exchangeable and cannot be taken as cash in part or full.
12. The Prize/s is valid as stated on the prize item.
13. The Promoter reserves the right to change the Prize/s items at any time in its sole discretion with the same value.
14. No replacement will be provided for lost, stolen, damaged and destroyed Prize/s.
15. Retailer management retains the right to reject any prize that has been tampered with or found in any way unacceptable.
16. Each Eligible Entry by an Eligible Person will be entered into the Promotion.
17. The first correct and eligible entry drawn will win (1) of the relevant Prize/s listed below.
18. The draws will take place at Centre Management office at 10:00am on 13 December 2021.
19. If a Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Promotion will be deemed to be a Prize Winner for the purposes of the Promotion.
20. The Promoter will use reasonable efforts to notify the Prize Winner/s by email or phone. Prize will be available for collection from Ashfield Mall's Centre Management or the Security Office.
21. If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner/s within three (3) months after the winner is decided, another Prize Winner will be drawn at Centre Management office at 13 March 2022. Any subsequent winner will be notified in accordance with these Terms and Conditions.
22. The promoter may, but is not obliged to, publish the results of the Promotion. By participating in the Promotion, the Participant gives

their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of the Prize/s.

23. A Participant claiming to be a Prize Winner will be required to provide proof of identity and an eligible transaction receipt
24. The Promoter's decision as to a winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Promotion or otherwise.

**Other General Terms**

25. All Promotion entries are the property of the Promoter.
26. The Promoter Entities and Facebook 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 illness, injury suffered or sustained, during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
27. 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 Prize/s by the Participant.
28. 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.
29. Participation in the Promotion implies acceptance of all Terms and Conditions.
30. 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.
31. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook. The Participant agrees that Facebook will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Promotion and releases Facebook to the full extent permitted by law.
32. Any information provided by the Participant in this Promotion is being provided to the Promoter and not to Facebook.

**Privacy**

33. 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 name, telephone number, email address and Facebook account name.
34. 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 Prizes.
35. 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.
36. By entering the Promotion/s, the Participant agrees that they may be photographed or filmed whilst participating in the Promotion/s, and

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that their name, likeness, image and/or voice (including photograph, film and/or recoding of the same) can be used by the Promoter in any media for an unlimited period without remuneration for the purpose of promoting the Promoter's brand, venue and promotions.

37. 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.
38. 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 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.
39. 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](http://www.ashfieldmall.com.au).
40. 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.

**"WIN Promotion"** means the opportunity to go into the draw to win a Prize in accordance with these Terms and Conditions.

**"Activity Promotion"** means the opportunity to participate in the School Holiday Activity in accordance with these Terms and Conditions.

**"Promotion"** means both the School Holiday Activity and the WIN promotion in accordance with these Terms and Conditions.

**"Competition Period"** means the period from 9am on 28 June 2021 until 5pm on 2 July 2021.

**"Eligible Entry"** means an entry which complies with the requirements under the Eligibility requirements.

**"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 Competition;
- (c) Is not a Non Eligible Person; and
- (d) Submits an Eligible Entry.

**"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 Competition and/or Activity.

The first correct and eligible entry drawn will win relevant prize/s listed below.

**"Prize"** means two (2) \$1,000 Ashfield Mall Gift Card. One (1) for the participant and one (1) for the nominated friend

**"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.