

**TERMS AND CONDITIONS  
FOR ITS IN THE BAG AT ASHFIELD MALL COMPETITION**

1. Participation in this Promotion and information regarding redemption of any prize forms part of these terms and conditions. Participation In this **FOR ITS IN THE BAG AT-ASHFIELD-MALL-COMPETITION** (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local daylight savings time.
2. Subject to condition 3, this Promotion is only open to NSW residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
3. The following are ineligible:
  - (i) employees of the Promoter (Mintus Investments 4 Pty Ltd ATF The Retail Investment Trust 8), the Tenants or Tenant’s 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.
4. This Promotion commences at 9am on Monday 22 April and ends at 10pm on Tuesday 7 May 2024 (“Promotional Period”).
5. To enter, participants must during the Promotional Period:
  - (a) Spend \$20 or more in one transaction at any Ashfield Mall specialty store OR \$100 or more in one transaction at Woolworths, Coles, Kmart or Aldi at Ashfield Mall dated within the Promotional Period, excluding any Ineligible Transaction. (“Qualifying Spend”).
  - (b) Request and complete an entry form from the retailer, attach a valid receipt to the entry form (or if you need to retain your receipt, you must be able to present your valid receipt if you are a winner) and place in the entry barrel located near the food court.
  - (c) Customers may enter as many times as they would like per valid receipt but can only win once in this promotion. Each entry must be submitted separately and in accordance with the entry requirements. An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in condition 6 below.
6. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill payments, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording layby payments except where a layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipt not meeting qualified spend amounts and (h) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them and to request to see a copy of the receipt should they be deemed a winner.

7. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 22.

8. The draw will take place at the entry barrel (located near the food court) at 260A Liverpool Road, Ashfield NSW 2131 at 10am on Wednesday 8 May 2024. FOUR (4) winners will be drawn. Each winner will receive one (1) woman's handbag and a collection of assorted hair, beauty and/or fashion vouchers and/or products of a similar nature from participating stores at Ashfield Mall, equalling to a total value of \$500(RRP). The prize is to be collected in person by the winner from Centre Management at Ashfield Mall, 260A Liverpool Road, Ashfield NSW 2131 during business hours. Photo identification must be shown. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim the prize.

9. The four (4) provisional winners will only be deemed a winner once verified by the Promoter at the **Centre Management Office** during office hours **Monday – Friday 9am – 5pm**. Photo identification and proof of entry validity must be shown.

10. The Prize is subject to the standard terms and conditions of individual product and service providers. *The prize, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash.*

11. If for any reason a participant does not take the Prize or an element of the Prize by 5pm Wednesday 22 May 2024, then the Prize or that element of the Prize will be forfeited and will not be redeemable for cash. If the participant is under the age of 18, the prize will be awarded to their parent or guardian.

12. If any Prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in 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.

13. There are four (4) winners during the promotional period. The total prize pool is \$2,000.

14. All Participants consent to the Promoter using the Participant'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.

15. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant 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. 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, then 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.

17. The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with participants or any other person will be entered into.

18. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to applicable laws.

19. 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").

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (Mintus Investments 4 Pty Ltd ATF The Retail Investment Trust 8 trading as Ashfield Mall 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 the promotion, including (but not limiting): (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.

21. The Promoter collects 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, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. By entering this promotion, the participant consents to their personal information being utilised for the Promoter's current and future promotional activities. By entering the entrant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our 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 Privacy Policy. Upon the entrant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email [admin@mintus.com.au](mailto:admin@mintus.com.au) or write to the Marketing Manager, Centre Management Office Ashfield Mall, 260A Liverpool Road, Ashfield NSW 2131. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit the Centre Management Office at Ashfield Mall or to request a copy, please email Centre Management. All entries remain the property of the Promoter.

22. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.

23. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.

24. The "Promoter" is Mintus Investments 4 Pty Ltd (ACN 672 740 644) ATF The Retail Investment Trust 8, 260A Liverpool Road, Ashfield NSW 2131