

TERMS AND CONDITIONS FOR 'BEACH TOWEL GIVEAWAY'

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this 'BEACH TOWEL GIVEAWAY' Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local 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 (PPI Capital Ltd / Taree Central Shopping Centre trading as Taree Central), or any of the tenants or retailers in the Participating Centre 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 9.00am on Monday 25th October 2017 and ends at 4.00pm on Sunday 15th October 2017 ("**Promotion Period**") or until all allocated beach towels have been redeemed. The promoter reserves the right to end the giveaway once all allocated stock has been exhausted. The total amount of beach towels available for redemption are 2000. Beach towels are available 'whilst stocks last'.
 5. To redeem a free beach towel during this Promotion, eligible individuals must, during the Promotion Period, reach the following spend amount at the following stores:
 - \$30 minimum spend in one transaction for the following:
Taree Central Meats, Eddies Fresh Chicken, Noodle Paradise
 - \$25 minimum spend in one transaction for the following:
Jack & Co, Gloria Jeans, Michels Patisserie
 - \$20 minimum spend in one transaction for the following:
Bakers Delight, King Rooster, Ispa Kebabs, Mr Sushi, Donut King
- 5a) Free gifts are limited to one per customer per day per receipt (ie. presentation of a \$40 Bakers Delight receipt does not entitle customers to a second gift).
- 5b) The receipt may only be redeemed on the day of purchase.

5c) Receipts must be from one transaction and cannot be combined from multiple participating specialty food stores – the total minimum spend must be made at one specialty food retailer at Taree Central (as above) to be valid. Purchases at one retailer may not be split in to separate transactions in order to gain multiple receipts. All receipts will be signed and dated upon redemption and cannot be used more than once.

5d) 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.

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) 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.

6. 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 25.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not redeem their 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. If the prize winner is under the age of 18, the prize will be awarded to their parent or guardian.
9. 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 equal value and/or specification, subject to any written directions from a regulatory authority.
10. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

11. Entrants consent to the Promoter using the entrant'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.
12. 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.
13. 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, 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. 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 PPI Capital Ltd / Taree Central Shopping Centre 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.
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the PPI Capital Ltd / Taree Central Shopping Centre 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.

17. The “**Promoter**” is PPI Capital Ltd / Taree Central Shopping Centre NSW Pty Ltd (ABN 93002647225) trading as Taree Central of 60 Manning Street, Taree NSW 2430.

18. Authorised under permit number: LTPS/17/17707