

**TERMS AND CONDITIONS FOR
'WIN \$200 TO KICK START YOUR NEW YEAR AT TAREE CENTRAL'
FACEBOOK COMPETITION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this 'WIN \$200 TO KICK START YOUR NEW YEAR AT TAREE CENTRAL' FACEBOOK COMPETITION ("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. The competition commences at 8.30PM on 15TH January 2020 and closes at 4.00PM on 16TH January 2020. Winners will be notified via Facebook. The Judge's decision is final and no correspondence will be entered into. ("Promotion Period").
5. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, 'like' the official Taree Central Facebook page and comment on the competition post between 15th – 16th January 2020 to enter the draw. The winner will be selected from the current competition post only.
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 22.
7. The winner will be notified by Facebook.
8. During the duration of the promotion, there will be one winner chosen. The winner will receive the following prize:
2 x \$100 Taree Central Gift Vouchers. The prize is to be collected in person by the winner from the Centre Management Office of Taree Central, 60 Manning Street, Taree NSW 2430. If the winner is unable to collect their prize, they must make alternative arrangements at their own expense (ie. postage).
9. If required, the unclaimed prize draw will take place on 16th April 2020, subject to any directions from a regulatory authority. The winner will be notified by Facebook within 2 business days of the draw. The unclaimed prize draw winner will have their name published on the Centre's Facebook page
10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. 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.
12. Prize is subject to the standard terms and conditions of individual prize and service providers. 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. If the prize winner is under the age of 18, the prize will be awarded to their parent or guardian.
13. 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.
14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. 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.

16. 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.
17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
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**"). 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.
20. 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.
21. 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.
22. The Promoter needs to collect 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 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 tareemarketing@tpg.com.au or write to the Marketing Manager, Manning Mall, 60 Manning Street, Taree NSW 2430. 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 Centre Management of Taree Central or to request a copy, please email Centre Management. All entries remain the property of the Promoter.
23. 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.