

**TERMS AND CONDITIONS FOR
'12 Days of Christmas' AT TAREE CENTRAL' COMPETITION**

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this "12 Days of Christmas' AT TAREE CENTRAL" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Australian Eastern Standard 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 (ii), or any of the tenants or retailers in the Participating Centre or any of the Promoter's agencies that are associated with the Promotion; (iii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iiii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.
4. This Promotion commences at 10.00am on 11th November 2023 and concludes at 1pm on 19th December 2023 ("Promotion Period"). Drawn commence 4th December 2023- Draw dates: 4th, 5th, 6th, 7th, 8th, 11th, 12th, 13th 14th 15th, 18th & 19th December 2023.
5. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a) Spend \$15 at any Taree Central fresh food retailer or eatery OR \$40 at any other Taree Central specialty retailer or \$100 at Big W or Woolworths at Taree Central during the Promotion Period excluding any Ineligible Transaction ("Qualifying Spend").
 - b) Complete a QR Code entry. QR codes found on the promotional posters throughout the Centre and in participating stores, and attach a valid picture receipt to enter.
 - c) Customers may enter as many times as they would like but only once per valid receipt. 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; (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 and (i) photocopied receipts are not accepted unless stamped by the Promoter. 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 16 & 23.
8. The draw will take place in the Centre Management office of Taree Central, 60 Manning Street, Taree NSW 2430 on the following dates: 4th, 5th, 6th, 7th, 8th, 11th, 12th, 13th 14th 15th, 18th & 19th December 2023. At approx. 10am. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
9. The provisional winners will be notified by phone. A provisional winner will only be deemed a winner once verified by the Promoter. The winner will have their name published on the Centre's website and FB page once verified.

The first (1) valid entries drawn each day will be the prize winner. There are 12 draws 1 each day. The winner will come to Centre Management office to pick an envelope which will have a Gift Card inside. Gift cards are randomly placed in the envelope and prizes range from \$50- \$600. With the total prize pool being- \$3,900.
10. The unclaimed prize draw will take place at the same place as the original draw on 13th January 2024, subject to any directions from a regulatory authority. The winner/s will be notified by phone. The winner/s will have their name published on the centre's website – www.tareecentral.com.au.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. 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.
13. 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.

14. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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.
17. 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.
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, 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.
19. The Promoter's decision is final and no correspondence will be entered into.
20. 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.
21. 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.
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. 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 jbraz@savills.com.au or write to the Marketing Manager, Taree Central, 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.
24. 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.
25. Authorised under permit number: TP/00433.