

AMP Capital Shopping Centres Pty Limited

Pacific Fair Shopping Centre

\$10K Giveaway Competition

13 April to 4 December 2018

Terms & Conditions

1. Information on how to enter, how to claim, and details of the \$10K Giveaway (“**Promotion**”) form part of these Terms and Conditions. Participation in this promotion constitutes acceptance of, and an agreement to be bound by, these Terms and Conditions.
 2. This Promotion is open to customers of Pacific Fair Shopping Centre who are residents of, and currently reside in, Queensland and NSW and who fulfil the entry requirements, and excludes:
 - (i) employees of AMP Capital Shopping Centres Pty Limited (“**Promoter**”) and any AMP Group entity, and their Immediate family;
 - (ii) Tenants in the Pacific Fair Shopping Centre and their Immediate family;
 - (iii) the staff of Tenants in the Pacific Fair Shopping Centre and their Immediate family; and
 - (iv) the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their Immediate family.
 (an “**Eligible Customer**”).
 For the purposes of this clause 2, “**Immediate family**” means parents, siblings, spouse, children and grandparents. “**Tenants**” means lessees, licensees and in the case of a lessee or licensee that is a corporation, its directors.
 3. Any persons under the age of 18 must have parental/guardian approval to enter this Promotion and the parent/guardian of the entrant must read and consent to all of these Terms and Conditions of the Promotion. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of their consent to the relevant entrant’s participation in this Promotion. The Promoter reserves the right, at any time, to require that a customer produce identification of their identity in the event that the Promoter determines to confirm a customer’s age for the purpose of determining whether parental/guardian consent is required before they may participate in the Promotion. If a customer is unable or refuses to produce identification of their identity confirming their age upon the Promoter’s request, the Promoter reserves the right not to allow the customer to participate in the Promotion.
 4. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant’s identity, age and place of residence) and to disqualify or refuse to accept any entry in its sole discretion from any entrant who submits an entry that is not in accordance with these Terms and Conditions, who is not an Eligible Customer, or who tampers with the entry process. Errors and omissions of a customer’s entry in the Promotion will be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
 5. The entrant acknowledges that the Promoter’s decision in relation to anything in these Terms and Conditions or any aspect of the Promotion is final and binding.
 6. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
 7. All references in these Terms and Conditions to prices and values of the prizes in the Promotion include GST and are in Australian Dollars.
 8. Unless otherwise indicated in these Terms and Conditions, a reference to a place in these Terms and Conditions is a reference to the relevant place in the Pacific Fair Shopping Centre.
 9. The Promotion commences at 10:00am on 13 April 2018 and runs for an 8 month period, closing at 10am on 4 December 2018 (“**Promotion Period**”).
 10. Despite any other provision in these Terms and Conditions, the Promoter may extend or shorten the Promotion Period at its discretion and without prior notice.
- How Eligible Customers can enter the Promotion:**
11. To be eligible to enter the Promotion in accordance with these Terms and Conditions, Eligible Customers must, during the Promotion Period:
 - (i) Visit the competition page hosted on Pacific Fair Shopping Centre’s website and complete the competition entry form;
 - (ii) accept and agree to these Terms and Conditions; and
 - (iii) provide the information specified in clause 15 in the competition entry form required by the Promoter.
 12. Entrants receive 1 entry for completing and submitting the entry form online via the competition page. Upon submitting a valid online entry form, the entrant can share the competition via the competition website to Facebook or via the competition website to email indicating that the entrant has entered the Promotion and inviting others to also enter the Promotion. Entrants will receive 1 additional entry each for sharing the Link via Facebook, or via Email to a friend (limit of 10 unique email addresses per day).
 13. A user can only enter the competition with one unique email address per day.
 14. One entrant will win the prize, a \$10,000 Pacific Fair gift card.

15. To submit a valid entry in the Promotion, an Eligible Customer must sign up to Pacific Fair's email marketing database, agree to the competition terms and conditions and provide the following details:
 - (i) First Name;
 - (ii) Surname;
 - (iii) Email Address
 - (iv) Country; and
 - (v) Postcode
16. The prize draw will be conducted on 4 December 2018 at 10:01am AEST at the offices of XCOM Media at Unit 1, 15 Lamington Street, New Farm, Queensland 4005.
17. The name and state of the prize winner will be published online at www.pacificfair.com.au by 12:00pm AEST on 4 December 2018.
18. The prize winner will be notified by 11:00am AEST on 4 December 2018 directly by email. The \$10,000 worth of Pacific Fair gift cards can be redeemed from Pacific Fair Shopping Centre's Arcade Concierge desk on level 1 near Myer from 5 December 2018.
19. The Pacific Fair gift cards are valid for use at participating retailers specified in clause 34.
20. The prize winner is required to present a valid form of identification and the competition winner confirmation email to the concierge staff to redeem their prize.
21. If the prize is not claimed within 90 days of the winner being notified, then the prize will be deemed to be unclaimed and a redraw will be conducted. These Terms and Conditions apply to the re-draw as if the re-draw was the original draw. If required, the redraw will be conducted on 4 March 2019 at 10:00am AEST at the offices of XCOM Media at Unit 1, 15 Lamington Street, New Farm, Queensland 4005. The name and state of the prize winner will be published online at www.pacificfair.com.au by 12:00pm AEST on 4 March 2019. The prize winner will be notified by 5:00pm AEST on 4 March 2019 directly by email. The \$10,000 worth of Pacific Fair gift cards can be redeemed from Pacific Fair Shopping Centre's Arcade Concierge desk on level 1 near Myer from 4 March 2019.
22. The Prize is not transferable and cannot be redeemed in cash.

General Terms and Conditions

23. Except for any liability that cannot be excluded by law, the Promoter, any AMP Group entity and each of their officers, employees and agents excludes 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 or in connection with the Promotion, including, but not limited to, where arising out of the following:
 - (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (iv) any action by a third party or otherwise beyond the control of the Promoter including without limitation any matter arising as a result of the Sofitel terms and conditions and the Sub60 terms and conditions; and/or
 - (v) any tax liability incurred by an entrant.
24. If for any reason this Promotion is not capable of running as planned (whether caused by a computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion (subject to any written direction given by a relevant regulatory authority) to cancel, terminate, modify or suspend the promotion.
25. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the Promotion.
26. The Promoter is bound by the Privacy Act 1988. By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and for general marketing and research purposes. If you do not provide the information requested, you will not be able to participate in the Promotion. Your personal information may be shared with any other AMP Group entity, with third parties who provide services to the Promoter and the AMP Group entity including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. 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, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. The AMP Privacy Policy (available at www.pacificfair.com.au) provides further information on how you can access and correct the information that the AMP Group holds about you, how you may complain about a breach of privacy and our process for resolving privacy related enquires and complaints.
27. All entries become the property of the Promoter.
28. The entrant indemnifies and keeps indemnified the Promoter, the owners of Pacific Fair Shopping Centre, and any AMP Group entity (the "**Indemnified Parties**") against all demands, claims, liabilities, costs, expenses, losses and damage the Indemnified Parties may have or in the future suffer or incur including, without limitation, liability for personal injury (including death) to any person and damage to property arising out of or in connection with the entrant's participation in this Promotion or the entrant's use of the Prizes whether caused or contributed to by the act or omission of the Indemnified Parties or not.

29. **"AMP Group entity"** means AMP Limited (ACN 079 354 519) and any Related Body Corporate from time to time of AMP Limited (including, without limitation, AMP Capital Investors Limited ABN [59 001 777 591](#)) and their respective directors, officers, employees, representatives, volunteers, servants and agents.
30. **"Related Body Corporate"** has the meaning given to that term in section 50 of the Corporations Act 2001 (Cth).
31. The laws of Queensland govern this Promotion.
The "Promoter" is AMP Capital Shopping Centres Pty Limited (ABN 13 001 595 955), Level 16, 50 Bridge Street, SYDNEY NSW 2000, AUSTRALIA, (with the registered office at Level 24, 33 Alfred Street, SYDNEY NSW 2000) phone +61 7 5581 5100
Authorised under NSW Permit No. LTPS/18/23534

Promoter Gift Cards Terms & Conditions of Use

32. These Terms and Conditions apply to use of the Pacific Fair gift cards issued by the Promoter.
33. Customers should treat the Gift Cards like cash. Defaced, mutilated, altered, lost or stolen Gift Cards will not be replaced, refunded or redeemed. This Gift Card is redeemable for merchandise or services at participating retailers at Pacific Fair Shopping Centre.
34. Participating retailers are as follows:
- 8th Avenue Watch Co
 - A Touch of India
 - Adairs
 - Adidas Original
 - Adidas Performance
 - Aesop
 - Ahinah
 - Aje.
 - alice McCALL
 - Ally Fashion
 - Angus & Coote
 - Anthony's Fine Jewellery
 - APEX
 - Aquila
 - ASAP Phone Fix
 - Aussie Barber
 - Australian Skin Clinics
 - Bailey Nelson
 - Bally
 - Bardot
 - Bed Bath N' Table
 - Ben & Jerry's
 - Bentleys Camera House
 - Big W
 - Billabong
 - Bin 232
 - Blue Illusion
 - Bookface
 - Boost Juice
 - Bras n Things
 - Breadtop
 - Build a Bear
 - Bupa Optical
 - Caffè Cherry Beans
 - Calvin Klein
 - CAMILLA
 - Candy Time
 - Chanel Fragrance & Beauty
 - Chi-Ran Vegetarian Bar
 - Chong Co Thai
 - Christian Louboutin
 - City Beach
 - Coach
 - Coles
 - Colette by Colette Hayman
 - Comuna Cantina
 - Cosmetics Plus
 - Costa Moda
 - Country Road
 - Cowch Dessert Cocktail Bar
 - Crafty Cuts

- Crema Espresso
- Crocs
- Crumpler
- Cue
- Curtis Hair
- David Jones
- Decjuba
- Diamond Boulevard
- Diesel
- Dissh
- Dotti
- Dusk
- EB Games
- Ecco Shoes
- Elegant Eyebrows
- Ella Bache
- Escape Travel
- Eve Nail Bar
- Famous Footwear
- Flight Centre
- Florsheim
- Footlocker
- Fossil
- Furla
- Gant
- Gazman
- General Pants Co.
- Georg Jensen
- Giant Chemist
- Gift Cards
- Ginger & Smart
- Givenchy
- Goldenails & Spa
- Goldmark
- Gorman
- Grain & Grocer
- Greek Street Grill
- Grounded Espresso
- Gucci
- H&M
- Hairhouse Warehouse
- Hakataya Ramen
- Hardy Brothers
- Healer's Touch Natural Therapy
- Healthy Life
- Hero Sushi
- Hokka Hokka
- Honey Birdette
- HOUSE
- HUGO BOSS
- Hype DC
- Industrie
- iPlay
- Jay Jays
- JB Hi-Fi HOME
- JD Sports
- Jericho
- Jurlique
- Just Cuts
- Just Jeans
- kate spade new york
- Kathmandu
- Kazazz Jewellery
- KFC
- Kidstuff
- Kiehls

- kikki.K
- Kit and Ace
- Kmart
- Kmart Tyre & Auto
- Kookai
- Krispy Kreme
- L'Occitane
- La Beauty
- La Rotisserie
- Lacoste
- Laser Clinics Australia
- Le Creuset
- Le Creuset
- Leah's Waxworks
- LeGassick
- Lello Lello Kiosk
- Liquorland
- Lorna Jane
- Lovisa
- Lululemon
- Lush
- Luxe Nail & Spa Boutique
- M Dreams
- Mad Mex
- Maje
- Mannequin's Café
- Massage Aroma
- Max Mara
- Mayfield Chocolate
- McDonald's
- Mecca Cosmetics
- Mecca Maxima
- Megan Park
- Michael Dib Hairdresser
- Michael Hill Jewellers
- Michael Kors
- Midas
- Millers Dryaged Butcher
- MIMCO
- Mister Minit
- Mobile Beat
- Mos Burger
- Motto Motto
- Mr Simple
- Mrs. Fields
- Myer
- Napoleon Perdis
- New Zealand Natural
- Nike
- Noodle Hut
- OPSM
- Origani
- Origin Kebabs
- Orotan
- Oscar Oscar Salons
- Outback Steakhouse
- Pacific Fair News
- Pacific Fresh Fruit
- Pandora
- Paradise Jewellers
- Passiontree Velvet
- Pavement
- Perfect Potion
- Peter Alexander
- Phone Mania
- Pide Istanbul

- Pillow Talk Home
- Platypus Shoes
- Polish Nail Lounge
- Politix
- Portmans
- Prada
- Priceline Pharmacy
- Prouds The Jewellers
- PTC
- Pure Indulgence
- QBD Bookshop
- Quiksilver
- R.M. Williams
- Rebel
- Resort News
- Review
- Rhythm
- Rockwear
- Rodd & Gunn
- Roger David
- Rosita Flowers
- Running Bare
- Rustico Italian Café
- Salvatore Ferragamo
- Sandro-Paris
- sass & bide
- Schnitz
- Seafolly
- Secrets Shhh...
- Seed Heritage
- Sephora
- Serendipity Sunglasses
- Shaver Shop
- Sheike
- Skechers
- Smiggle
- Sorelle
- Soul Origin - The Arcade
- Soul Origin - The Fresh Food Market
- Specsavers
- Speedo
- Sportsgirl
- Stacks Variety
- Star Car Wash
- Stefan Hair Fashions
- Strandbags
- Subway
- Sumo Japanese
- Sunbaked Bakery
- Sunburn
- Sunglass Hut
- Sunlit Asian Supermarket
- Sunshine Tours
- Superdry
- Surf Dive 'n' Ski
- Sushi Natto
- SushiMi
- Sussan
- Suzanne Grae
- Swarovski
- T2
- Tarocash
- Telstra
- Terry White Chemmart
- The Athlete's Foot
- The Body Shop

- The Fresh Bar by HR Petty
- Tigerlily
- Timberland
- Tommy Bahama
- Tommy Gun's Original
- Tommy Hilfiger
- Tony Bianco
- Top Juice
- Tumi
- Two Seasons Coffee
- Ugg Australia
- Under Armour
- UNIQLO
- Universal Store
- Valleygirl
- Vans
- Vodafone
- W Lane
- Wallace Bishop
- Wanted Shoes
- Watch Works
- Wild Fish N Chips
- Wild Cards and Gifts
- Windsor Smith
- Wine & Beer
- Witchery
- Wittner
- Woolworths
- Yes Optus
- Zara
- Zara Home
- Zarraffa's Coffee

35. This Gift Card is not redeemable for cash, is non-refundable, and cannot be used for the payment of credit or retailer accounts.
36. This Gift Card is partially redeemable. It is the responsibility of the customer to use the full value before the expiry date. Cash will not be given for any unused balance.
37. This Gift Card is valid for twelve months from the date of issue. This Gift Card must be redeemed before the expiry date shown on the Gift Card. The Gift Card will be void and may not be redeemed after the expiry date.
38. This Gift Card cannot be reloaded. No further value may be added to it.
39. This Gift Card cannot be redeemed at any time when participating retailer's EFTPOS system is offline for any reason.
40. Any unused balance will not be refunded or credited after the Gift Card expiry date.
41. Purchases exceeding the Gift Card's available balance require the difference to be paid by other method/s.
42. Each of the participating retailer's return policy applies when returning goods purchased with a Promoter Gift Card.
43. The customer is liable for all transactions on the Gift Card except to the extent to which there has been fraud or negligence by the Promoter or any of its employees.
44. No variations to these Terms and Conditions of Use bind the Promoter or any other AMP Group entity unless they have been approved and signed by the Promoter. Changes to the Terms and Conditions of Use will be available at the Customer Service Desk or Centre Management, or at www.ampscsgiftcards.com.au or on the Promoter's website.
45. Visit the Customer Service Desk or Centre Management if you have any reason to believe that an error has occurred in relation to your Gift Card.
46. A customer can check their balance by phoning 1300 554 268 or by logging on to the Promoter's website and clicking on the Gift Card link.
47. Purchase or use of this Gift Card constitutes your acceptance of these Terms and Conditions.
48. The Promoter reserves the right to change any term contained in these Gift Card Terms and Conditions of Use where the change is required: to add or remove participating retailers at which the Gift Card may be redeemed, or the goods and/or services which may be purchased using the Gift Card; to comply with all relevant laws, acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements and directions of any relevant Commonwealth, State or Local Government Departments, bodies and public authorities, in force from time to time; for reasonable operational, administrative, compliance or corporate governance reasons, or to prevent the occurrence of fraud or other unlawful, unethical or unacceptable conduct; or where the Promoter, acting reasonably, considers that it will not cause detriment to the customer.
49. The Promoter, any other AMP Group entity, or third party, are not liable for any damages, liabilities, expenses, fines or costs, nor be in breach of these Gift Card Terms and Conditions of Use, for any failure to perform any term of these Gift Card Terms and Conditions of Use if such performance is delayed, prevented, restricted or interfered with for any reason outside the Promoter's control, including but not limited to fire, flood, storm, earthquake,

accident, war, acts of sabotage, labour dispute, materials or labour shortage (other than shortages of its own staff or staff under its control), system failure, power failure or shortage, law, regulation or act or omission of third persons.

50. These Terms and Conditions are governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.
51. FOR ENQUIRIES ABOUT YOUR GIFT CARD, CALL 1300 554 268.