

JESMOND CENTRAL
'Win This Christmas' Competition

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entries are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoters, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries open at 9:00am AEDT on 29/11/21 and close at 5:30pm AEDT on 20/12/21 ("**Promotional Period**").
5. To be eligible to enter, individuals must complete the following steps during the Promotional Period:
 - a. Spend AUD \$25 or more in specialty stores (listed in Appendix One) and/or Big W in a maximum number of three (3) transactions (up to 3 receipts can be combined to achieve qualifying spend) on any goods or services (other than the Excluded items) in the course of one (1) day ("Qualifying Spend"); and
 - b. Go to https://form.jotform.com/centre_marketing/jes-christmas-spend-to-win-2021 ("Win This Christmas Competition Webform")
 - c. Upload qualifying receipts, complete the entry form and submit their details

Excluded Items: Purchases at casual lease tenants and purchases of any of the following products or services (including vouchers relating to such products or services) will not be eligible to win a prize: gift cards, liquor or tobacco products, weapons of any kind, prescription medicines, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

Proof of Purchase: The entrant must upload proof of purchase to the Win This Christmas competition webform. The proof of purchase required is the original receipt/s for the Qualifying Spend.

6. Multiple entries permitted, subject to the following:
 - a. Limit one (1) entry permitted per Qualifying Spend.
 - b. Maximum one (1) entry permitted per person, per day.
 - c. Each entry must be submitted in accordance with the entry instructions above.
7. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be

accepted at the Promoters discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. Three (3) winners will be drawn at Seven Hills Plaza, 224 Prospect Highway Seven Hills NSW 2147 on 22/12/21.
11. Winners will be notified within three (3) business days of the draw.
12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. There will be a total of three (3) prizes available comprising of a \$1000 Jesmond Central gift card.
15. Any ancillary costs associated with redeeming any gift card prizes are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift voucher is subject to any terms and conditions of the issuer including those specified on the gift card.
16. If any prize (or part of any prize) is unavailable, 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.
17. Total prize pool value is AUD\$3000.
18. Winners must collect their prize from Centre Management at Jesmond Central during weekday trading hours.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. If a prize is provided to the Promoters by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
21. A draw for any unclaimed prizes may take place on 23/03/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and/or email within two (2) business days of the draw.
22. Entrants must keep their proof of purchase. If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter,

the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; and (b) that the purchase was made during the Promotional Period and prior to submitting a competition entry.

23. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated entry software or any other mechanical or electronic means that allows entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective 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 the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) use of/taking of a prize.
28. The Promoters collect personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.jesmondcentral.com.au/privacy-policy>.
29. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains

information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoters. Unless otherwise indicated by the Promoters, the Promoters may disclose PI to entities outside of Australia (for a list of the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoters are not liable in this regard.

30. The Promoter is Jesmond Plaza Pty Ltd ATF Jesmond Plaza Trust, Suite 3.05, Level 3, 203-233 New South Head Rd, Edgecliff NSW 2027.

APPENDIX ONE

Amplifon
Aussie Roast
Bakers Delight
Bay Audio
CTC (excludes tobacco-related items)
Christiane's Hair Design
Connor
Crust Gourmet Pizza
Dumpling House
EB Games/Zing Pop Culture
Flight Centre
Fuchsia Hunter Valley
Gabriel Ma Optometrist's Eyecare Plus
Gloria Jean's Coffees
Gotcha Fresh Tea
Harry's Schnitzel Joint
Helloworld
Hot Bargain
Jamaica Blue
Jesmond Car Wash
Just Cuts
KFC
Ken's Kebabs
Kingsmen Hair
Lowe's
Magic Hands Massage
Michael Hill
Millers
Mister Minit
Moe's Pancake Cafe
My BBQ
New Rainbow Nails
OPSM
Oceanic Chinese
Phone City
Priceline Pharmacy
Prouds The Jewellers
Savour Japan
Schilly Thai Fusion
Sido Tailor
Smokemart & Giftbox
Specsavers
Strandbags
Subway
Suzanne Grae
T-Life (Telstra)
TB Mobile
Taco Bell
Tandoor Indian Kitchen

The Supplement Stop
XS Espresso
Yes Optus
newsXpress