DFO Eastern Creek - Sign Up & Receive Promotion Terms & Conditions ("Conditions of Claim")

VICINITY CENTRES PRIVACY NOTICE

Vicinity Centres PM Pty Ltd (ACN 96 101 504 045) ('We', 'Our' or 'Us') on behalf of the Shopping Centre collects your personal information in order to run this Promotion, understand your interests and activities in relation to centres which we manage as well as plan, operate and manage these centres and the digital channels through which we engage with you. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. We may disclose your personal information to our related bodies corporate and service providers, including those located in the USA and Singapore. We also de-identify and aggregate your data for market research and data analytics purposes. Our Privacy Policy (http://vicinity.com.au/privacy-policy) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.

Schedule	
Promotion:	DFO Eastern Creek - Sign Up & Receive Promotion
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Shopping Centre, Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.
Shopping Centre:	DFO Eastern Creek, 4 Church St, Rooty Hill NSW 2766
Promotional Period:	**Start time/date:** 11:00 am AEST on 02/10/26 **End time/date:** 03:00 pm AEDT on 05/10/26 or once all gifts available are exhausted
Eligible Claimants:	Claims are only open to NSW residents who are 16 years of age or over. Claimants under the age of 18 must have parent or legal guardian approval to participate.
How to Claim:	To claim a gift, the claimant must complete the following steps during the Promotional Period: a) scan the promotional QR code or visit to access the Promotion claim page; and fully complete and submit the registration form with all requested personal details to sign up to the DFO Eastern Creek email database and verify their email address; b) follow @dfo_easterncreek on Instagram; and c) visit the Activation Cart at DFO Eastern Creek during the hours of 11:00 am and 3:00 pm daily and show the email verification confirmation page and proof of Instagram follow to the promotional staff member. By claiming, claimants subscribe to receive news of exclusive DFO Eastern Creek events and promotions via email or SMS from Vicinity Centres. Only the first two hundred and gift valid claims received each day of the Promotional Period will receive the gift. If not all 250 gifts are awarded on any given day, the remaining gifts will roll over to the next day of the Promotional Period.
Claims permitted:	Only one (1) eligible claim per person will be accepted.
Total Gift Pool:	Up to AUD$40,000.00

Gift Description	**Number of this gift**	**Value (per gift)**
The gift is a $20 DFO Gift Card and a DFO branded calico tote bag.	Up to 1000 (250 gifts per day)	AUD$40.00

Further Gift Details:	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. Gift cards are valid for 36 months from the date of activation.

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and the Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and the Schedule). Any capitalised terms

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used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Where applicable, claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, businesses involved in determination of gift recipients for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim a gift. "**Immediate family member**" 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.
5. If a gift is claimed by a person under the age of 18, the gift may be awarded to the claimant's parent or guardian and where applicable to the gift a nominated parent/guardian must accompany any person under 18 years of age.
6. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (http://instagram.com/legal/terms/). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
8. If a gift (or portion of a gift) is unavailable the Promoter reserves the right to substitute the gift (or that portion of the gift) with a gift of equal or greater value and specification, with the claimant's written agreement, subject to any written directions of a regulatory authority.
9. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of the Claim in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, 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 Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected claims, or suspend or modify a gift, subject to State or Territory regulation.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). If a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated claim

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software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.

14. The Promoter reserves the right to disqualify claims and claimants in the event of non-compliance with these Conditions of Claim or where the Promoter has reason to believe that the claimant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. If there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the complainant/claimant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
15. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
16. The claimant(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
17. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regard to the tax implications relating to the gift or acceptance of the gift.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
19. Authorised under: NSW Authority No. TP/00046.

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