## Snap to Win Promotion Terms & Conditions ("Conditions of Claim")

		Sch	edule			
Promotion:	Snap to Win Promotion					
Promoter:	VICINITY CENTRES PM PTY LTD ABN 96 101 504 045 as agent on behalf of the Participating Shopping Centres,					
	Vicinity National Office, Level 4, Chadstone Tower One 1341 Dandenong Road, Chadstone, Victoria 3148.					
Participating	Participating Shopping Centre:	Centre website:	entre website:			
Shopping Centres:	Bayside Centre, 28 Beach Street, Frankston VIC 3199		https://www.baysidesc.com.au/			
	Colonnades, Beach Road, Noarlu SA 5168	nga Centre	https://www.colonnades.com.au/			
	Elizabeth City Centre, 50 Elizabeth Way,		https://www.elizabethcitycentre.com.au/			
	Elizabeth SA 5112		,			
	Rockingham Centre, 1 Council Avenue, Rockingham WA 6168		https://www.rockinghamcentre.com.au/			
	Bankstown Central, North Terrace,  Bankstown NSW 2200 https://www.bank		https://www.banksto	stowncentral.com.au/		
Promotional	Start time/date: 9:00 am (local time) on 10/09/25					
Period:	End time/date: 5:00 pm (local time) on 03/10/25 or once all gifts available are exhausted					
Claim	Participating Shopping Centre	Claim's open:		Claim's clos	close:	
Period:	Bayside Centre	de Centre       9:00am AEST 18/09/25         nades       9:00am ACST 14/09/25         eth City Centre       9:00am ACST 10/09/25         ngham Centre       9:00am AWST 30/09/25		5:00pm AES	EST 21/09/25	
	Colonnades			5:00pm AC	CST 17/09/25 CST 13/09/25	
	Elizabeth City Centre			5:00pm AC		
	Rockingham Centre			5:00pm AW	AWST 03/10/25	
	Bankstown Central			5:00pm AEST 30/09/25		
Eligible	Claims are only open to SA, VIC, NSW and WA residents who are 18 years of age or over.					
claimants:						
How to	To claim a gift, the claimant must complete the following steps:					
Claim:	a) from 9am (local time) on the claim's open date outlined above, take a photo of the FUNDAY Inflatable					
	strawberry at a Participating Shopping Centre ("Photo"); and					
	b) visit the corresponding customer information or customer service desk, show the photo to the					
	promotional staff member by the corresponding claims close date and time (as specified above) or until a					
Claims	gifts available are exhausted.  Only one (1) eligible claim per person will be accepted.					
permitted:	only one (1) engine claim per person will be accepted.					
Total Gift	AU\$200.00					
Pool (per						
Participating						
Shopping						
Centre):						
	<u> </u>					
	Gift Description		Number of this gift		Value (per gift)	
The gift is a \$	20 Vicinity Centre gift card.	50 (10 per P	articipating Shopping (	Centre)	AU\$20.00	

## 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 with the gift card.

The successful claimant must collect the gift from the Participating Shopping Centre of claim based on the "How to Claim" section above.

- 1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and the Schedule) and that claim into the Promotion is deemed to be acceptance of these Conditions of Claim (and the Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise.
- 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 Participating Shopping Centres, the Promoter, their tenants, businesses involved in determination of claimant/s 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. "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. All reasonable attempts will be made to contact each claimant.
- 6. If any successful claimant chooses not to take their gift (or is unable to), or does not take or claim a gift within a reasonable time, as specified by the Promoter, they forfeit the gift and the Promoter is not obliged to offer a substitute gift.
- 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) to a gift of equal or greater value and specification.
- 9. No claim fee is charged by the Promoter to participate in the Promotion.
- 10. 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.
- 11. The Promoter reserves the right to refuse to allow a claimant to take part in any or all aspects of a gift, if the Promoter determines in its absolute discretion, that a claimant is not in the physical or mental condition necessary to be able to safely participate in or accept the gift.
- 12. It is a condition of accepting the gift that a successful claimant may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a gift.
- 13. 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 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.
- 14. 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).
- 15. 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.
- 16. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including an 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.
- 17. All material submitted on claim (e.g. Photo(s)) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Claimants warrant that they own or have the right to license the copyright in any claim submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such claim which would prevent the claim being used as contemplated by this Promotion, and that the use by the Promoter of any such claim will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Claimants must obtain prior consent from any person or from the owner(s) of any property that appears in their claim. By claiming, all claimants license and grant the Promoter and Participating Shopping Centres, their affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their claim (including any portion of their claim) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Claimants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their claim to the Promoter and to sign any legal documentation to confirm such assignment. Claimants agree that their claim is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Claimants consent to any use of their claim that may otherwise infringe their moral rights. Claimants are responsible for all claims they submit on claim. The Promoter will not be liable for any claims, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any claim or portion of an claim for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to claimants if it exercises this right and claimants must comply with any request made by the Promoter pursuant to this paragraph. The claimant warrants and represents that any material sent or provided by the claimant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the claimant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Claimants agree to indemnify the Promoter and Participating Shopping Centres for any breach of the Terms and Conditions including this clause.
- 18. 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.
- 19. The Promoter, the Participating Shopping Centres' 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).
- 20. 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 Participating Shopping Centres may use any such marketing and editorial material without further reference or compensation to them.
- 21. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
- 22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.