Sign Up to Claim - Uptown Christmas Gift with Purchase 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:	Sign Up to Claim - Uptown Christmas Gift with Purchase 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:	Uptown, 91 Queen Street, Brisbane QLD 4000
Promotional Period:	**Start time/date:** 09:00 am AEST on 01/12/26 **End time/date:** 03:00 pm AEST on 24/12/26 or once all gifts available are exhausted
Activation Period:	The Activation will be open from 11:00 am to 3:00 pm AEST each day during the following periods: ● Wednesday, 2 December 2026 to Sunday, 6 December 2026 (inclusive); ● Wednesday, 9 December 2026 to Sunday, 13 December 2026 (inclusive); and ● Monday, 14 December 2026 to Thursday, 24 December 2026 (inclusive).
Eligible Claimants:	Claims are only open to QLD residents. 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: a) during the Promotional Period, spend at least $40 in any number of transactions on any goods or services (other than the Excluded Items) at in the course of one (1) day ("**Qualifying Spend**"); b) during an Activation Period (outlined above) visit the Pop Up Located on Level Q between Just Jeans & Strandbags and present their receipt(s) for the Qualifying Spend to a staff member; and c) complete and submit the claim form for the Promotion (available on a tablet device at the Pop Up Located on Level Q between Just Jeans & Strandbags) with their personal details as requested. By claiming, claimants subscribe to receive news of exclusive Uptown events and promotions via email or SMS from Vicinity Centres. **Excluded Items**: The following products or services (including vouchers relating to such products or services) will not be eligible to purchase to claim a gift: gift cards, liquor or tobacco products, weapons of any kind, prescription medicines, cosmetic or surgical procedures, health insurance. Furthermore, any transactions/services at medical practitioners and related health services (physio, dentist, pathology, psychology), banks, Automatic Telling Machines, financial institutions, TAB and gaming venues, lottery agents, petrol stations, accountants, employment services/agencies, disability services, professional training, lawyers, tax services, occupational safety (i.e. Worksafe), child care services, parliamentary offices, Neighbourhood Watch, electorate office, real estate agencies and rental of suites/offices are not eligible for this Promotion. Hearing services and related products are not excluded from the Promotion. **Proof of Purchase**: The claimant must retain proof of purchase. The proof of purchase required is an original receipt(s) for the Qualifying Spend.

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Claims permitted:	Multiple claims permitted subject to the following: a) maximum of one (1) claim permitted per Qualifying Spend; b) limit of one (1) claim permitted per person each day; and c) each claim must be completed separately and in accordance with the claim instructions above.
Total Gift Pool:	AUD$120,000.00

Gift Description	Number of this gift	Value (per gift)
The gift is a stainless steel Uptown branded water bottle. Colour options: Pink water bottle with red lid; red water bottle with green lid; green water bottle with pink lid, subject to availability.	3000	AUD$40.00

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 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. Claimants must keep their proof of purchase specified in the 'How to Claim' section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for claim; and (c) that the purchase was made during the Promotional Period and prior to claim. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or the Shopping Centre of receipt.
7. In the event that the claimant returns the item(s) purchased relating to the Qualifying Spend after claiming a gift, the Promoter reserves the right to require the claimant to return the gift or otherwise repay the value of the gift. The Promoter also reserves the right to disqualify any claimant who has returned item(s) purchased from making any further claims (in this Promotion or any other promotional offers conducted).
8. Retailers and family cannot collect gifts on behalf of customers. The Promoter may also request to see goods purchased as evidence of purchase.

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9. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
10. 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.
11. 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.
12. 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.
13. 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).
14. 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.
15. 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 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

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