

TERMS AND CONDITIONS 'CHRISTMAS SPEND & WIN PROMOTION' AT M-CITY SHOPPING CENTRE

GENERAL

1. Information on how to enter the Promotion and claim a prize form part of these Terms and Conditions. Entries must comply strictly with these Terms and Conditions to be valid. By entering into this promotion by the entrant of the "CHRISTMAS SPEND & WIN PROMOTION AT M-CITY SHOPPING CENTRE" ("Promotion") is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is M-City Investments Pty Ltd, (ABN 96 613 748 100) of 2107 - 2125 Princes Hwy Clayton, Victoria 3168. Telephone: +61 429 806 423.
3. All stores located within M-City Shopping Centre are "Participating Stores".

ELIGIBILITY

4. This Promotion is only open to Australian residents aged 18 years or over.
5. The following persons are ineligible to enter: (i) employees and suppliers of the Promoter, M-City or any of the tenants, retailers or staff in Centres or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified (either verbally or in writing) is not permitted to enter the Promotion.

PROMOTION PERIOD

6. The Promotion commences at 7.00 am on Friday 1st December 2023, and entries close at 11.59pm on Saturday 16th December 2023 (Promotion Period). All times stipulated in these Terms and Conditions are based on Australian Eastern Daylight Time (AEDT).

HOW TO ENTER

7. To enter this Promotion, an entrant must be eligible (and remain eligible) during the Promotion Period and undertake the following steps:
 - a. The entrants must make a purchase of \$20 or more at the participating store outline point 3, located with M-City Shopping Centre.
 - c. Scan the allocated QR Code provided around the centre or visit the M-City centre website and complete the official entry form.
 - d. The entrant must fill in all fields (Full name, phone number and email) and upload a photo of their receipt or purchase to go into the draw to win a prize in point 13 ("Prize").
 - e. All entrants will be added into the M-City database.

LIMITS ON ENTRY

8. An Eligible Entrant may enter one (1) time per day only during the Promotion. Multiple entries on the same day will be disallowed and removed from the draw. The Promoter's decision is final, and no correspondence will be entered into with entrants. All entries become the property of the Promoter.

DRAW AND PRIZE DETAILS

9. Only valid entries will be included in the draw.
10. The draw for the Prize will take place at M-City Shopping Centre, 2107 — 2125 Princes Hwy Clayton, Victoria 3168 on Monday 18th December, at 11.00am. Centre Management reserve the right as to the location and person who will conduct the draw.
11. The valid entries drawn will be the winners of the Prize.
12. The winners will be notified via phone or email within 2 business days of the draw.
13. The Promoter will make all reasonable efforts to contact and identify the winners of the Prize.

A total of 33 prizes will be drawn. There will be two winners daily during the promotional period with 32 prizes, which will all be drawn on Monday 18th December, at 11.00am.

A total of 16 (sixteen) winners will win one Village M-City double pass valued at \$46.00. A total of 16 (sixteen) winners will win a \$30.00 M-City Gift Card.

A total of 1 (one) winner will win the major prize. The major prize is an overnight stay at PARKROYAL Monash in a Deluxe Room with breakfast, valued at \$283.00. Plus, a M-City pamper pack containing one (1) \$50 Gift Voucher for M-City Nail Bar, one (1) \$100 Gift Voucher for Universal Hair M-City, one (1) \$50 Gift Voucher for Thi Chi Massage M-City and one (1) \$100 M-City Gift Card. Total prize value \$583.

Prizes can be collected from the Centre Management Office. Winners are only eligible to win one prize. Total number of prizes 33. Total prize pool \$1,799.

16. The Prize value is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the Prize value.
17. The Prize is subject to availability, not transferable and cannot be exchanged or redeemed for cash and cannot be combined with any other offer or discount of the Promoter.
18. If for any reason a winner does not claim their Prize within the time stipulated by the Promoter, then the Prize will be forfeited.
19. It is the responsibility of the winner to provide their correct personal information, including e-mail address and phone number, in order to receive their Prize.

LIMITATION OF LIABILITY

20. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Winner and, where applicable, to any persons accompanying the Winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
21. The Promoter will not be liable for any modification, suspension, termination, or cancellation of the Promotion.
22. The Promoter claims full ownership of the images uploaded in the entry form and images can be used for future marketing purposes to promote the centre or retailer without the owner's consent.

23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

24. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Promotion has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.

25. The Prize winners have the right under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by the Promoter. These terms and conditions do not exclude, restrict, or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees, and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special, or consequential, arising in any way out of the Promotion, including, without limitation:

- any technical difficulties or equipment malfunction (whether or not under the Promoter's control).
- any theft, unauthorised access, or third-party interference.
- any entry 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;
- any variation in market value to that stated in these terms and conditions.
- any tax implications; of the Prize or use of the Prize.

26. If for any reason beyond the reasonable control of the Promoter this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify, or suspend the Promotion, unless to do so would be prohibited by law.

27. The Promoter further reserves the right to cancel, terminate, modify, or suspend the Promotion or amend these terms and conditions, subject to any directions from a regulatory authority.

PRIVACY

28. As part of this Promotion, the Promoter will collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the customer database. 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 or telephoning the entrant and for such other purposes as set out in the M-City Shopping Centre Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the M-City Shopping Centre Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to the Digital Marketing Manager at info@m-city-developments.com.au. Information will be removed as soon as reasonably possible in accordance with our M-City Shopping Centre Privacy Policy and applicable laws. To view the M-City Shopping Centre Privacy Policy, please visit <https://m-city.com.au/privacy-policy>. All entries remain the property of the Promoter.