

Terms and Conditions

1. These terms and conditions apply to participants of the Santa Photography Early Bird 2024 (“Offer”). Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The “Promoter” is Dexus Shopping Centre Pty Ltd, ABN [13 001 596 955]. The address is Corner of Waterloo Rd, Macquarie Park NSW 2113.
3. This Offer will be conducted at Macquarie Centre – Corner Waterloo Rd, Macquarie Park NSW 2113, 02 9887 0820 (“Centre”).

ELIGIBILITY

4. This Offer is only open to residents of NSW
5. The following individuals are ineligible to participate in the Offer:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter’s agencies that are associated with the Offer;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to participate in the Promoter’s offers.

OFFER PERIOD

6. This Offer commences at 9:30am AEDT on Thursday 30 October 2024 and ends at 9pm AEDT on Friday 29 November 2024 or while stock last (“Offer Period”).

CLAIM INSTRUCTIONS

7. To claim, eligible individuals must, during the Offer Period:
 - a) Pre-book in a Santa Photography session for the dates Sat 16th November – Fri 29th November and use PROMO CODE: P243132. Bookings must be within those dates only, excluding Pet Photography sessions. Valid for first 867 bookings on these dates.
 - b) Customers must purchase a Santa photography package worth \$30.95 or more.

GIFTS

8. There are 867 gifts available for the entire Offer Period, while stocks last, awarded on a first-in basis.
9. The gift is a discount on eligible Santa Photography Sessions valued at \$10.
10. Bookings must be made between Saturday 16 – Friday 29 Nov using PROMO CODE: P24313, on a package worth \$30.95 or more. Pet Photography sessions are excluded. The discount is valid for the first 867 bookings only.
11. The total prize pool (867 x \$10 discounts) is valued at \$8,670 AUD, or \$10 per booking.
12. Rescheduling and cancellation will fall under Scene to Believe's cancellation policy however the \$10 discount cannot be carried over to a date outside the promotional period listed above.

GENERAL

13. You must not:
 - a. tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Offer;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Offer;
 - e. breach any law;
 - f. behave in a way that is otherwise inappropriate.
14. If relevant, incomplete, indecipherable or illegible claims will be deemed invalid.
15. If there is a dispute as to the identity of the participant, the Promoter reserves the right to determine the identity of the participant.
16. Gifts are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. Gifts and all elements of gifts must be taken as and when offered. If for any reason a successful claimant does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
17. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.
18. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift or part of a gift with an equal or higher value and/or specification, subject to any written directions from a regulatory authority if applicable.
19. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.

20. Participants consent to the Promoter using the participant's name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
21. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting participating retailers) and participants (including a participant's identity, age and place of residence) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. If this Offer is interfered with or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right to the fullest extent permitted by law to (a) disqualify a participant engaging in unauthorised intervention or fraud; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate and if applicable, subject to any written directions from a regulatory authority.
23. If any dispute arises concerning the conduct of this Offer, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
24. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a participant to automatically claim repeatedly is prohibited and will render all claims submitted by that participant invalid.
25. Your claim must be received during the Offer Period (or as otherwise specified in these Terms and Conditions) and will be deemed to be received only when received by the Promoter. If online or SMS claiming is available, you will receive a return message confirming your claim. You are responsible for your own costs associated with claiming. If you claim using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
26. The Promoter is not responsible for any tax implications arising from you claiming a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
27. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
28. The Promoter (including their respective officers, employees and agents) exclude 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 Offer, including without limitation:

- a. any technical difficulties or equipment malfunction;
- b. any theft, unauthorised access or third party interference;
- c. any claim or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
- d. any variation in the gift value to that stated in these Terms and Conditions;
- e. any tax liability incurred by a participant; or
- f. use of the gift,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

29. This Offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY

30. In order to conduct this Offer, the Promoter needs to collect personal information about each participant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, if required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this information.
31. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the participant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Offer. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
32. [In order to facilitate the collection or redemption of gifts, you may need to provide your personal information to third parties (such as retailers) associated with this offer. The collection, use and disclosure of your personal information by such third party will be in accordance with the relevant third party's privacy policy. If you have marked the "opt-in" box on the claim form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the *Spam Act 2003* (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You should contact the relevant third party/ies for their privacy policy/ies.

The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how Australian participants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.