

MACQUARIE CENTRE / SPEND \$400 AND RECEIVE COMPLIMENTARY ALL-DAY PARKING

Terms and Conditions

1. These terms and conditions apply to entrants to the 'Spend \$400 and receive complimentary all-day parking' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is Corner Waterloo Rd, Macquarie Park NSW 2113.
3. This promotion will be conducted Macquarie Centre, Corner Waterloo Road, Macquarie Park NSW 2113, 02 9887 0820 ("Centre").

ELIGIBILITY

4. The following individuals are ineligible to enter the Promotion:
 - 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 Promotion;
 - 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 enter the Promoter's promotions.

PROMOTION PERIOD

5. This Promotion commences at 11:59pm AEST on 25 December 2023 and ends at 11:59pm AEST on 28 November 2024 ("Promotion Period").

HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period:
 - a. Spend a minimum of \$400 across eligible retailers at Macquarie Centre on one given day
 - b. Present eligible receipts to the Concierge desk, Level 3, during trading hours for verification
 - i. Monday, Tuesday, Wednesday, Friday 9:30am – 6:00pm
 - ii. Thursday 9:30am – 9:00pm
 - iii. Saturday 9:00am – 6:00pm
 - iv. Sunday 10:00am – 6:00pm
 - c. Once a receipt(s) is verified it will be signed and dated by the Promoter and cannot be reused.
 - d. Upon verification the customer's parking tickets will be validated by the Promoter for the same day use
7. Receipts from the purchase of alcohol, tobacco, lottery tickets or gift cards are not accepted as part of this Promotion.
 - a. Receipts from Woolworths, Coles and Aldi are excluded from this promotion.

LIMITS ON ENTRY

8. One entry permitted per eligible person per day. Each entry must be submitted separately in accordance with these Terms and Conditions.
 - a. Should an eligible customer park at Valet, complimentary all-day parking validation will be provided however the customer is required to pay the \$15 Valet Parking fee.
 - b. Duplicate, photocopies, lay buy or bill receipts will not be accepted.

GENERAL

9. You must not:
 - a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
 - 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 Promotion;
 - e. breach any law;
 - f. behave in a way that is otherwise inappropriate.
10. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
11. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
12. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. If this Promotion 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 an entrant engaging in unauthorised intervention or fraud; modify, suspend, terminate or cancel the Promotion, as appropriate.
14. If any dispute arises concerning the conduct of this promotion, 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.
15. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
16. As a condition of entering this promotion, each entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, worldwide, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for future promotional, marketing or publicity purposes, in any media, without compensation.
17. 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").
18. 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 Promotion, including without limitation:
 - a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;

- c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;

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).

PRIVACY

19. In order to conduct this Promotion, the Promoter needs to 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, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
20. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant 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 competition. 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.
21. If you have marked the “opt-in” box on the entry 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.
22. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.