

# Terms and Conditions

## Macquarie Centre

### Welcome Back Gift – Franky & Co

1. Information on how to claim and your Welcome Back Gift form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Excluded from the promotion:
  - i. employees of Macquarie Centre, AMP Capital Shopping Centres Pty Limited, AMP, and their immediate family;
  - ii. tenants in the shopping centre and their immediate family;
  - iii. the staff of tenants in the shopping centres and their immediate family;
  - iv. the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family; and
  - v. Immediate family means parents, siblings, spouse, children, and grandparents. Tenants means Lessees, Licensees and in the case of a corporation, its directors.
3. **This promotion commences at 9.30am on Monday 11 October and concludes at 4pm on Sunday 24 October 2021 or while stocks last.**
4. To be eligible to participate in this Promotion and receive a FREE Franky & Co Donut (each valued at \$1 each):
  - a. Customers must be existing members on our EDM database and have provided a valid mobile contact number.
  - b. Customers must log into the centre WIFI when they arrive in centre and tick all check boxes.
  - c. 5 minutes into the customers visit in centre they will receive a triggered SMS directing them to Franky & Co to claim their free donut.
  - d. Redemption of the donut at Franky & Co located on Level 3 near Coles, must be on the same day of receiving the qualifying notification within core centre trading hours. The customer will need to provide the staff member at Franky & Co with their first name, last name and mobile number.
5. To redeem the FREE donut, customers must present at Franky & Co with the qualifying notification to redeem the free donut.
6. All participants in the promotion will be added to the Macquarie Centre e-Newsletter database and may be contacted via email or SMS from time to time.
7. No responsibility will be taken by Macquarie Centre for non-acceptance of the Gift.
8. The total prize pool (1,000 x \$1 Franky & Co donut) is valued at \$1,000 AUD, or \$1 per donut.
9. Macquarie Centre accepts no responsibility or liability for any costs associated with the use of the prize other than the ones listed as part of the prize.
10. Claims must be made **on the same day as the customer receives the qualifying message** at Franky & Co. Each individual customer can receive one gift donut per day during the campaign period.
11. Macquarie Centre accepts no responsibility or liability for personal injury that may occur as a result of acceptance of any gifts.
12. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process.

13. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to cancel the prize being issued at any time.
14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
17. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.ampcapital.com](http://www.ampcapital.com). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).
18. The Promoter is Macquarie Centre (ABN. 13 001 595 955), managed by AMP Capital Shopping Centres, Cnr. Herring and Waterloo Rds. Phone: 02 9887 0800.