

**“SPEND AND PARK FREE” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and redemption of free parking form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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 (“**Promoter**”).
3. Participation is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, tenants and their employees of the promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
5. This promotion will be conducted at Macquarie Centre at Cnr. Herring and Waterloo Rds NSW (“**Centre**”).
6. Promotion commences on 1 Jan 2021 and ends on 31 December 2021. **The promotion will NOT run from 26 November 2021 to 26 December 2021. (“Promotional Period”).**
7. To enter, individuals must complete the following steps during the Promotional Period:
  - a) Customers must spend a minimum of \$400 across eligible retailers at Macquarie Centre on one given day;
  - b) Customers must present eligible receipts at the Concierge desk located on Level 3 during trading hours for verification (reference appendix for trading hours);
  - c) Once a receipt(s) is verified it will be signed and dated by the Promoter and cannot be reused;
  - d) Duplicate, photocopied, lay buy or bill receipts will not be accepted;
  - e) Upon verification, the customer’s parking ticket will be validated by the Promoter for same day use;
  - f) Receipts from Woolworths, Coles and Aldi are excluded from this promotion.
  - g) Should an eligible customer park at Valet, complimentary all-day parking validation will be provided however the customer is required to pay the \$10 Valet Parking fee.
8. Incomplete, indecipherable, or illegible submissions will be deemed invalid.
9. Multiple submissions are accepted throughout the campaign period, subject to the following: Eligible customers will receive a maximum of one validation per person per day.
10. Customers must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for all submissions when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of the Customer’s submission and forfeiture of any right to free parking. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
11. The Promoter reserves the right, at any time, to verify the validity of submissions and Customers (including an Customer’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
12. The Promoter’s decision to validate free parking is final and no correspondence will be entered into.
13. The validated parking pass is valued at up to \$45.00.

14. Free parking is not transferable or exchangeable and cannot be taken as cash.
15. Customers consent to be added to the Promoter's marketing database and consents to receiving marketing communications via SMS or email from the Promoter.
16. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Customer; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
17. Any cost associated with accessing the website is the Customer's responsibility and is dependent on the Internet service provider used. Without limiting any other terms herein, the Customer agrees to indemnify the Promoter for any breach of the above terms.
18. 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.
19. 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 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 value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Customer; or (f) taking/use of free parking.
20. 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, 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 Customer. The Privacy Policy also contains information about how Customers may opt out, access, update or correct their PI, how Australian Customers may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All submissions 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).

#### **APPENDIX**

1. Eligible retailers include all retailers with the exception of Woolworths, Coles and Aldi;
2. Centre Trading Hours are Monday, Tuesday Wednesday & Friday 9.30am - 6pm, Thursday 9.30am - 9.00pm, Saturday 9.00am - 6.00pm and Sunday 10.00am - 6.00pm.