

Santa Photography Early Bird Promotion Terms & Conditions ("Conditions of Claim")

Schedule								
Promotion:	Santa Photography Early Bird Promotion							
Promoter:	GPT Management Holdings Limited ABN 67 113 510 188, 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 0424 980 380							
Shopping Centre:	Highpoint Shopping Centre, 120-200 Rosamond Rd, Maribyrnong VIC 3032							
Promotional Period:	Start date: 06/11/20 at 9am AEDT End date: close of business 30/11/20, or once voucher stocks are exhausted							
Eligible claimants:	Claims are only open to Victorian residents. Claimants under the age of 18 must have parent or legal guardian approval to claim.							
How To Claim	<p>To claim a voucher (while stocks last), the claimant must, during the Promotional Period:</p> <p>a) book any weekday Highpoint Santa photography session via the Santa Photography website (set out below); and</p> <p>b) visit Santa's Christmas Village, located at Level 1 Centre Court at Highpoint Shopping Centre on the day of their Santa Photography booking and provide their proof of purchase.</p> <p>The Santa Photography website is available at: https://www.santasvips.com.au/locations/m1bgCEY1/219?utm_campaign=219&utm_medium=direct_link&utm_source=location_link</p> <p>Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is booking confirmation or purchase receipt.</p>							
Claims permitted:	Limit one (1) voucher permitted per booking.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Voucher Description</th> <th style="width: 15%;">Value</th> <th style="width: 50%;">Conditions</th> </tr> </thead> <tbody> <tr> <td>Eligible claimants will receive a \$10 voucher, redeemable at any store within Highpoint Shopping Centre.</td> <td align="center">AUD\$10</td> <td>Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.</td> </tr> </tbody> </table>			Voucher Description	Value	Conditions	Eligible claimants will receive a \$10 voucher, redeemable at any store within Highpoint Shopping Centre.	AUD\$10	Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
Voucher Description	Value	Conditions						
Eligible claimants will receive a \$10 voucher, redeemable at any store within Highpoint Shopping Centre.	AUD\$10	Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.						

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a voucher in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while voucher stocks last.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. If a voucher is claimed by a person under the age of 18, the voucher may be awarded to the claimant's parent or guardian.
6. Claimants must keep their proof of purchase specified in How to Enter for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim for which Proof of Purchase cannot be provided and/or forfeit the claimant's right to a voucher. If the Promoter invalidates a claim and forfeits the claimant's right to a voucher, the Promoter may require a voucher already awarded to be returned to the Promoter.

7. Vouchers are not exchangeable, redeemable for cash or any other item or transferable, unless otherwise specified in writing by the Promoter.
8. Each voucher will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the claimant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.gpt.com.au/privacy-policy. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
10. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
11. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected claims, or suspend or modify a voucher.
12. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the voucher in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a voucher. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a voucher. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
13. The Promoter reserves the right to disqualify claims and claimants in the event of non-compliance with these Conditions of Claim or where the Promoter has reason to believe that the claimant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
14. The Promoter, the Shopping Centre owner and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any voucher (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
15. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.

16. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the voucher or acceptance of the voucher.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.