Highpoint Shop After Dark – Spend To Spin Terms & Conditions ("Conditions of Entry")

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in Spend to Spin promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.

2. The promoter is GPT Management Holdings Limited ABN 67 113 510 188, 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 02 8239 3555 ("**Promoter**").

3. This Promotion is open to persons aged 18 years or over who are a resident of the same State/Territory of the Participating Centre respective to their entry.

4. The promotion commences at 5:00am AEST (AWST in NT) on Thursday 9 June and ends at 9.00pm AEST (AWST in NT) on Thursday 30 June ("**Promotional Period**"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

5. Participating Shopping Centres ("**Highpoint Shopping Centre**"):

   Highpoint Shopping Centre, Suite 10, Level 4, 120 – 200 Rosamond Road, Maribyrnong VIC 3032

6. To enter, individuals must complete the following steps during the Promotional Period:
   a) Spend $100 or more at any store within Highpoint Shopping Centre between 5pm – 9pm, Thursday and Friday nights between 9 June – 30 June.
   b) Scan the QR code displayed in Centre to play the online spinning wheel.
   c) Spinning wheel will reveal the instant win prize.
   d) Shoppers are required to visit the Customer Service Desk on Level 3 to present their receipt and claim their prize as outlined by the online platform.

7. Valid and eligible entries will be accepted during the Promotional Period.

8. Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry per day.

9. **Prize Schedule:**

Prize Description	Number of this prize	Value (per prize)	Total
Uber Highpoint $10 vouchers	1000	$ 10.00	$ 10,000.00
Atrium retailer gift cards - Little Byrd, Master Lanzhou, Bbap	400	$ 10.00	$ 4,000.00
Highpoint Gift Cards	90	$ 10.00	$ 900.00
Mecca Cosmetica To Save Face SPF50+ Superscreen	76	$ 19.00	$ 1,444.00
Sephora Colourblock Felt Liner • 0.6ml	31	$ 18.00	$ 558.00
Godiva G Cube Milk Chocolate	210	$ 6.90	$ 1,449.00
Hoyts DBOX	26	$ 40.00	$ 1,040.00
Priceline gift packs	3	$ 40.00	$ 120.00
Sephora gift bags	2	$ 50.00	$ 100.00
Ripe Maternity voucher	1	$ 30.00	$ 30.00
Macpac Vouchers	10	$ 20.00	$ 200.00
Rebel Sport Prize Pack	10	$ 40.00	$ 400.00
Hairhouse styling pack	21	$ 30.00	$ 630.00
Funderdome Vouchers	50	$ 18.00	$ 900.00
Sunglass Hut Vouchers	3	$ 100.00	$ 300.00
Daniels Donuts	20	$ 36.00	$ 720.00
The Bavarian Free Pretzel	2	$ 10.00	$ 20.00
The Bavarian Free Beverage	2	$ 10.00	$ 20.00
French Connection voucher	3	$ 100.00	$ 300.00
Strike Family Fun Pass	3	$ 600.00	$ 1800.00
Merchant Gift Voucher	1	$ 100.00	$ 100.00
TOTAL PRIZE POOL			**$25,031.00**

10. The total prize pool is **$23,131**

11. **Prize Conditions:** - Any ancillary costs associated with redeeming gift cards are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. Exact inclusions in any hamper/pack prize will be determined by the Promoter.

12. **Collection of prizes:** Gift Card prizes can either be collected from the relevant centre. Retailer Gifts, Gift Hampers and prize packs must be collected by the winner from the relevant centre.

13. Employees (and their immediate family and/or those living in the same household) of agencies/companies directly associated with the conduct of this Promotion, the Participating Shopping Centres, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible 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 1st cousin.

14. **Prize Draws:**

    a) The draws will take place at Parkmore Shopping Centre, 317 Cheltenham Road, Keysborough, VIC 3173 using random selection (Spinning Wheel).
    b) There will be a separate draw conducted at Participating Shopping Centre, containing 'Major Draw' entries received. This will take place at 9am Monday 15th February 2021.
    c) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
    d) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.

e) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

15. The winners will be contacted by email and phone within two (2) business days of the draw. All reasonable attempts will be made to contact each winner.

16. **Unclaimed Prizes:** Prizes must be claimed by 30/06/2022 at 9.00pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 01/07/2022 at 02:30 pm AEDT at GPT Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. The winner of any redraw will be notified by email and phone within two (2) business days of the redraw.

17. If there is no prize winner or a winner for a Participating Shopping Centre draw cannot be found this information will be published on the respective Participating Shopping Centre's website.

18. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

19. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.

20. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

21. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

22. No entry fee is charged by the Promoter to enter the Promotion.

23. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

24. Entrants' 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 entrant 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 entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant 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 entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant 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 entrants will not be disclosed to any entity located outside of Australia.

25. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

26. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.

26. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry,

to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

27. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).

28. 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 entries, or suspend or modify a prize, subject to State or Territory regulation.

29. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

30. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter’s decision will be final.

31. The Promoter, the Shopping Centre owner/s 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 prize (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.

32. The entrant 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 Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.

33. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.