

Wallsend Village Shopping Centre
Win Big Wednesdays Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) 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 1st cousin.
4. The Promotion Period begins at 6:00am on Wednesday 5 August and closes at 10:00pm on Wednesday 21 October. Promotional staff will be in centre at the promotional stand located in Centre Court between 10:00am and 1:00pm each Wednesday from Wednesday 5 August to Wednesday 21 October. The barrel spin component of the promotion will only be available during the staffed promotional stand hours.
5. To be eligible, individuals must complete the following steps during the Promotion Period:
 - a. Complete and submit the online entry form (or manual entry form) during the Promotion Period;
 - b. Upload evidence (or show evidence) of their Eligible Transactions as part of the entry process;
 - c. Make at least two (2) separate Eligible Transactions on the same day, consisting of one (1) purchase from a Supermarket Category retailer and one (1) purchase from a Food Retailer, as listed in Appendix A. The receipts for those transactions must have a combined spend of \$50 or more;
 - d. Retain their original valid tax receipts. The Promoter reserves the right to request original receipts for verification purposes and may deem an entry invalid if satisfactory proof of purchase cannot be provided.

6. An "Eligible Transaction" means purchases made in-centre at a Retailer included in Appendix A during the Promotion Period, evidenced by two or more original valid tax receipts. Transactions made at retailers other than Participating Retailers will not qualify as Eligible Transactions and will not contribute towards the minimum spend requirement. Purchases of alcohol, tobacco products, cigarettes, gift cards and vouchers are excluded and will not qualify as Eligible Transactions. Online purchases and click and collect transactions are not eligible. Electronic receipts, screenshots, digital wallet transaction records, bank statements and proof of purchase displayed on a mobile device will not be accepted.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 discretion of the Promoter. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The promoter's decision is final, and no correspondence will be entered into.
11. Up to 1,440 promotional prize barrel outcomes will be available during the staffed promotional stand hours at the promotional stand located in Centre Court at Wallsend Village Shopping Centre across the 12 week period. Eligible entrants who successfully complete the entry process will receive one (1) chance to spin the promotional prize barrel per person per day. Each promotional day will include up to 120 barrel outcomes, made up of 60 retailer-supplied instant prize vouchers and 60 complimentary coffee cards. The outcome of the barrel spin may be either a retailer-supplied instant prize voucher or a complimentary coffee card. The promotional prize barrel outcomes will be allocated as evenly as practicable across the 12 Wednesday promotional days, with 120 barrel outcomes available per promotional day. Each daily allocation will include both retailer-supplied instant prize vouchers and complimentary coffee cards. If the daily barrel outcome allocation is exhausted on any promotional day before 1:00pm, no further barrel spins will be available for that day.

12. All eligible entrants will also receive one (1) entry into the relevant monthly major prize draw for the chance to win one (1) Wallsend Village Gift Card valued at \$200. There will be one (1) major prize awarded per monthly draw.
13. Following verification of their Eligible Entry at the promotional stand, eligible entrants will receive one (1) envelope containing either a retailer-supplied instant prize voucher or a complimentary coffee card. The envelope will be selected from the promotional prize barrel following a barrel spin conducted by promotional staff. Entrants will be notified of the outcome at the promotional stand when their envelope is opened or provided.
14. Limit of one (1) entry and one (1) promotional prize barrel spin per person per day. For the avoidance of doubt, an entrant who satisfies the Eligible Entry requirements more than once on the same day, including by spending more than the minimum required amount, will not be entitled to additional entries or spins on that day. This limit is intended to ensure prizes are distributed fairly and reasonably among eligible entrants.
15. An entrant may enter again on a subsequent promotional day, provided they submit a new Eligible Entry and otherwise comply with these Terms and Conditions.
16. Each Eligible Entry must be supported by separate Eligible Transactions that have not been used in any previous entries.
17. Each valid Eligible Entry entitles the entrant to one (1) promotional prize barrel spin, subject to the one-entry and one-spin-per-person-per-day limit, and one (1) entry into the relevant monthly major prize draw.
18. Receipts may only be used once for the purposes of entry. Duplicate, reused or previously submitted receipts will not be accepted and may result in the relevant entry being deemed invalid.
19. Promotion Prize or "Prize" means a prize awarded to an eligible entrant as part of the promotion, being either an instant prize determined by the outcome of the promotional staff member's spin of the promotional prize barrel, or the major prize awarded by draw from all eligible entries. The promotional prize barrel will contain a mix of instant prize vouchers and complimentary coffee cards, and each valid spin will result in an instant prize outcome.
 - a. Instant prizes include retailer-supplied prizes valued at \$20 each and complimentary coffee cards, which will be awarded where an eligible entrant's barrel spin results in the relevant instant prize outcome.

- b. The major prizes are Wallsend Village Gift Cards valued at \$200 each, with one (1) major prize awarded by monthly draw from all eligible entries received during each relevant monthly draw period.
- 20. Any ancillary costs associated with redeeming the Promotion Prizes are not included. Any unused balance of the Promotion Prize will not be awarded as cash. Redemption of the Promotion Prize is subject to any terms and conditions of the issuer including those specified on the Promotion Prize.
 - 21. If the winner of any Promotion Prize is under the age of 18 years, the Promotion Prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
 - 22. If a Prize (or any part of a Prize), including a retailer-supplied instant prize voucher and Wallsend Village Gift Card, is unavailable for any reason other than exhaustion of the relevant daily instant prize allocation or total Prize pool, the Promoter reserves the right, in its absolute discretion and subject to any written directions from a regulatory authority, to substitute that Prize with a prize of equal or greater value. For the avoidance of doubt, the Promoter is not required to provide a substitute prize where prizes are exhausted in accordance with these Terms and Conditions.
 - 23. The total Promotion Prize pool is valued at \$17,880 (including GST) and comprises of 1,440 instant win prizes including:
 - a. 720 retailer-supplied prizes, each valued at \$20 (total value \$14,400); and
 - b. 720 complimentary coffee cards, valued at \$4 each (total value \$2,880).Plus major draw prizes including:
 - c. 3 major prizes being Wallsend Village Gift Cards, each valued at \$200 (total value \$600).
 - 24. Prize values are stated in Australian dollars and are correct at the time of publication. Instant prizes will be awarded during staffed promotional stand hours only and are subject to availability. If the daily allocation of instant prizes is exhausted before 1:00pm on any promotional day, no further barrel spins will be available for that day. Eligible entrants may still submit a valid entry into the relevant monthly major prize draw, provided their entry meets the requirements set out in these Terms and Conditions.
 - 25. Instant prize vouchers must be redeemed at the relevant participating retailer by the expiry date stated on the instant prize voucher.
 - 26. 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 the States and Territories of Australia ("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.

27. 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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) use of/taking of a prize.
28. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift 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 <https://www.haben.com.au/privacy-policy>.
29. 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 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 PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
30. The Promoter is: the trustee for The Haben Retail Management Unit Trust ABN 91 873 552 898 C/- Wallsend Village Shopping Centre, 24 Kokera St, Wallsend NSW.

Wallsend Village Shopping Centre
Win Big Wednesdays Promotion

APPENDIX A

Retailers included in Eligible Transactions:

Supermarket Retailer Category

ALDI
Coles

Food Retailer Category

Bakers Delight
Chill N Grind
Cup & Crave
Donut King
Domino's
Farnham's Butchery
Harry's Schnitzel Joint
KFC
Pacific Seafood Wallsend
Supreme Brew & Bake
Sushika
The Kebab Shop
Wallsend S-Mart