

## TERMS AND CONDITIONS

### MOTHER'S DAY GIFT WITH PURCHASE

<b>SCHEDULE</b>	
<b>Item 1: Promotion Name</b>	<b>Mother's Day Gift with Purchase</b>
<b>Item 2: Promoter</b>	<b>Karrinyup Shopping Centre</b> Promoter: AMP Capital Investors Limited trading as Karrinyup Shopping Centre ABN 59 001 777 591 of 200 Karrinyup Road, Karrinyup WA 6018
<b>Item 3: Participating Retailers</b>	All Karrinyup Shopping Centre retailers, excluding purchases as specified in point 16.

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 only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, Karrinyup Shopping Centre and the 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.
4. This promotion will be conducted at Karrinyup Shopping Centre in Perth, WA ("**Centre**").
5. Promotion commences at 9AM AWST on Monday 3<sup>rd</sup> May 2021 and ends at 5PM AWST on Sunday 9<sup>th</sup> May 2021 ("**promotional period**") or while stocks last.
6. To receive a pair of pearl earrings, individuals must complete the following steps during the Promotional Period:
  - a) Spend \$180 or more in centre on the same day ("**minimum spend**").
  - b) Present their receipt(s) of \$180 or more to the staff at Concierge, located on the Ground floor near David Jones on the same day of purchase.
7. Customers will receive one (1) complimentary pair of pearl earrings from Pinnacle Jewellers during the promotional period as specified above ("**complimentary gift**"):
8. Customers may combine receipts from participating retailers at Karrinyup Shopping Centre to achieve the minimum spend, however purchases must be made on the same day and comply with point 16.
9. Incomplete or illegible claims will be deemed invalid. If any receipt(s) used in connection with this promotion, are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipt(s), the Promoter has the right to invalidate a claimant's claim and the claimant will forfeit their right to a gift.
10. Individuals must redeem the complimentary gift on the same day purchases were made.
11. The Promoter reserves the right to mark a receipt to signify the receipt has been used to redeem a complimentary gift.
12. One (1) complimentary gift is permitted per person, per day, regardless of the amount spent.
13. Complimentary gift available while stocks last.
14. Gifts are not transferable or exchangeable and cannot be taken as cash.

15. The Promoter's decision is final and no correspondence will be entered into.
16. Receipts from medical service expenses, tobacco purchases, lottery transactions, lay-by payments, prescriptions, interest free purchase payments, ATM receipts, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills), undated receipts, receipts dated outside the Promotional Period and receipts which have already been used to redeem a gift cannot be presented to receive a complimentary gift.
17. Individuals must retain original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the individual's opportunity to receive a complimentary gift. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to receiving a complimentary gift.
18. The Promoter reserves the right, at any time, to verify the validity of the receipts and individuals (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 redemption 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.
19. 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 a receipt(s); or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. 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.
21. 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.
22. 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).