

**TERMS AND CONDITIONS FOR
'WIN A SUMMER CRUISE HOLIDAY AT MANNING MALL' PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **WIN A SUMMER CRUISE HOLIDAY AT MANNING MALL'** Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local time.
2. Subject to condition 3, this Promotion is only open to NSW 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 all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
3. The following are ineligible: (i) employees of the Promoter (Retpro & Associates P/L / Manning Mall Shopping Centre trading as Manning Mall), or any of the tenants or retailers in the Participating Centre or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.
4. This Promotion commences at 9.00am on Monday 15th October 2018 and ends at 4.00pm on Sunday 11th November, 2018 ("**Promotion Period**").
5. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a) Spend \$20 at any Manning Mall specialty retailer during the Promotion Period excluding any Ineligible Transaction ("**Qualifying Spend**").
 - b) Complete an entry form provided, attach a valid receipt to the entry form and place in the entry barrel located in front of Target.
 - c) Customers may enter as many times as they would like but only once per valid receipt. Each entry must be submitted separately and in accordance with the entry requirements. An "**Ineligible Transaction**" means any transaction recorded on an invalid receipt, as specified in condition 6 below.

The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill payments, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same

purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them and to request to see a copy of the receipt should they be deemed a winner.

6. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 25.
7. The draw will take place in the Centre Management office of Manning Mall, 60 Manning Street, Taree NSW 2430 at 9.00am on Monday 12th November 2018. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
8. The provisional winner will be notified by phone and email within 2 business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. The winner will have their name and postcode published on the Centre's website by Wednesday 14th November 2018 at 5pm.
9. The first valid entry (must have a valid receipt attached) drawn will be the major prize winner. The major prize winner will receive the following prize:

1 x \$4000 Flight Centre gift card.

The total prize pool is valued at \$4000.

10. If required, the unclaimed prize draw will take place at the same time and place as the original draw on 14th February, 2019, subject to any directions from a regulatory authority. The winner will be notified by email within 2 business days of the draw by phone and email. The unclaimed prize draw winner will have their name and postcode published on the Centre's website on 26th January, 2019.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. 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.
13. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. If the prize winner is under the age of 18, the prize will be awarded to their parent or guardian.
14. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. 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 entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. The Promoter's decision is final and no correspondence will be entered into.
20. Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Retpro & Associates P/L / Manning Mall Shopping Centre group of companies (including their respective officers, employees and agents) exclude 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 and Retpro & Associates P/L / Manning Mall Shopping Centre Group of companies (including their respective officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

22. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.
23. The Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. By entering the entrant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email tareemarketing@tpg.com.au or write to the Marketing Manager, Manning Mall, 60 Manning Street, Taree NSW 2430. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit Centre Management of Manning Mall or to request a copy, please email Centre Management. All entries remain the property of the Promoter.
24. The "**Promoter**" is Retro & Associates P/L/ Manning Mall Shopping Centre NSW Pty Ltd (ABN 64 155 736 771) trading as Manning Mall of 81 Manning Street, Taree NSW 2430.
25. Authorised under permit number: LTPS/18/27348