



MANNING MALL

TERMS AND CONDITIONS FOR “12 Days of Christmas” PROMOTION

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this “12 Days of Christmas” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to New South Wales residents aged 16 years or over. 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 to enter: (i) employees of the Promoters, Retpro Group, 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.

PROMOTION PERIOD

4. This Promotion commences at Manning Mall Shopping Centre at 10.00am Australian Eastern Daylight Savings Time (**“AEDST”**) on 01/12/2020 and ends at 11am Australian Eastern Daylight Savings Time (**“AEDST”**) on 24/12/2020 (**“Promotion Period”**).

HOW TO ENTER

5. The Promotion will be conducted at Manning Mall Shopping Centre **“Participating Retailers”** means any retailer outlined below in Annexure A at the Participating Centre. An **“Excluded Retailer”** means any of the following retailers: Coastline; Greater Bank; Liquorland: Tobacco products and lotto tickets.
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a) Spend \$30 or more in any single transaction during the Promotion Period at any of the Participating Retailers or \$50 at Target at the Participating Centre, excluding any Ineligible Transaction (**“Qualifying Spend”**).

- b) Fully complete an official QR code entry form, fully complete the official entry including their full name, contact phone number, a valid email address, Store Name, Spend amount and a picture of the actual receipt. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Manning Mall databases and to be used in accordance with the purposes set out in these Terms and Conditions.

VALIDATED RECEIPTS

7. Entrants must take a picture of their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotion Period, but prior to entry.

INVALID RECEIPTS

8. 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 and car park payments and prescription medicine, mobile phone recharge card, 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) ATM or EFTPOS receipts; (e) credit card or bank statements; (f) receipts (s) recording gift card purchases; 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 request a copy of the original purchase receipt submitted in the Promotion before confirming the entry form is valid.

LIMITS ON ENTRY

9. Limit of one (1) entry per person per day; each entry must be submitted separately and in accordance with the entry requirements.

DRAW

10. The draw will take place at the Participating Centre, 81 Manning Street, Taree NSW 2430 in the Centre Managements Office.
11. There are 12 x separate draws 13.12.20- 24.12.20.

WINNER NOTIFICATION

12. The winner will be notified by telephone and email within two (2) business days of the draw. The winner will have their name published as a comment on the relevant Facebook post on the Manning Mall Facebook page commencing on 12.12.20 and every other prize draw days.

PRIZE

13. The first valid entry drawn will win 1 of 12 gift packs.
14. If for any reason the winner does not take the prize (or any element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

UNCLAIMED PRIZE DRAW

15. If the prize has been won but remains unclaimed by 28.12.20, the prize will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw on 12.01.21. In the case of a winner, they will be notified by telephone and email within two (2) business days of the draw and their name and suburb name published on www.manningmall.com.au

GENERAL

16. Incomplete or indecipherable entries will be deemed invalid.
17. 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..

18. If the prize (or part of the 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.
19. Total prize pool value is up to AU\$3,000.
20. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are the winner (including photograph, video 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.
22. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) 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.
23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. 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 Jones Lang LaSalle (JLL) (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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Retpro Group Pty Ltd (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) the prize.

PRIVACY

27. In order to conduct this Promotion, the Promoters needs to collect personal information about each claimant 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. It is a condition of claiming a gift that the claimant agrees to being entered into the Manning Mall databases. The Promoters, Retpro Group 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 claimant and for such other purposes as set out in the Retpro Group Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoters. All personal details of claimants will be stored in accordance with the Retpro Group Privacy Policy. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please email jbraz@retprogroup.com.au. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws.
28. The "**Promoter**" is Retpro Group (in its capacity as The Trustee for Elanor Group ABN 64 15573 6771 C/-Manning Mall Shopping Centre, Centre Management, 81 Manning Street, Taree, NSW 2430, telephone: (02) 8058 9888