

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over who are a current email subscriber of the Promoter for The Ponds Shopping Centre database and receive an email directly from The Ponds Shopping Centre regarding this promotion ("**Promotional eDM**").
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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. Promotion commences on 21/10/2020 and closes at 11:59pm AEDST on 04/11/2020, or when the maximum number of 250 valid claims for The Ponds Shopping Centre has been received whichever is first to occur.
5. To claim, eligible individuals must complete the following steps during the Promotional Period:
 - Click on the promotional link contained within the Promotional eDM;
 - Follow the prompts to the claim page; and then
 - Update their details by inputting the requested details (including their mobile phone number, postcode of residence and other optional questions) and submit the fully completed claim form.
6. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
7. Incomplete or indecipherable claims will be deemed invalid.

8. Only one (1) claim permitted per person. Offer is strictly limited to the maximum number of 250 valid claims for The Ponds Shopping Centre.
9. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
10. Claimants will be notified by text message.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Each valid claim will receive a \$20 Digital Prepaid Mastercard® which can be used at The Ponds Shopping Centre.

The reward is subject to the standard terms and conditions of individual reward and service providers. These terms and conditions can be viewed at <https://shopattheponds.com.au/loyalty-thank-you/>

Any ancillary costs associated with redeeming the digital Mastercard are not included. Any unused balance of the digital Mastercard will not be awarded as cash. The Digital Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://shopattheponds.com.au/loyalty-thank-you/>

13. If for any reason a/the claimant does not take / redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
14. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward to the equal value and/or specification.
15. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
16. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. 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.
20. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
21. 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, 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 <https://shopattheponds.com.au/privacy-policy/>. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. The Promoter will not disclose claimant's personal information to any entity outside of Australia.

The promoter is Colliers International (VIC) Pty Limited, ACN 005 032 940
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