

**THE PONDS SHOPPING CENTRE**  
**WIN \$10,000 WORTH OF GROCERIES**  
**TERMS AND CONDITIONS**

1. Information on how to enter and Prizes form part of these Terms and Conditions. Participation in this "Win \$10,000 Worth of Groceries" Promotion (the "Promotion") is deemed as acceptance of these Terms and Conditions. All times stipulated in these terms and conditions refer to NSW local time.
2. The Promoter is CBRE (ABN 64 003 205 552) of Level 21, 363 George Street, Sydney NSW 2000 ("CBRE"), in its capacity as the managing agent of The Ponds Shopping Centre for ISPT Pty Ltd (ABN 28 064 041 283), Cnr Riverbank Drive and The Ponds Blvd, The Ponds NSW 2769.

**ELIGIBILITY**

3. Subject to Condition 4, the Promotion is only open to permanent NSW residents aged 18 years or over.
4. The following persons are ineligible to enter the Promotion:
  - (a) employees of the Promoter or any of the tenants or retailers in The Ponds Shopping Centre or any of the Promoter's agencies that are associated with the Promotion;
  - (b) the 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 first cousin of an excluded employee; and
  - (c) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

**PROMOTION PERIOD**

5. This Promotion commences at 9.00am on Monday 26 May 2025 and closes at 11.59pm on Sunday 15 June 2025 ("Promotion Period").
6. The Ponds Shopping Centre participating retailers ("Participating Retailers") are listed in **Item 3 of the Schedule**.

**ENTERING THE PROMOTION**

7. To enter the Promotion, eligible entrants must, during the Promotion Period, comply with the steps outlined in **Item 1 of the Schedule**.
8. Multiple entries are permitted but there is a limit of one (1) entry per person, per day.
9. The Promotion is not available in conjunction with any other promotion or offer of the Promoter or any of its related body corporates.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Entry into the Promotion is based on a minimum required spend.
12. Entrants must retain their original transaction receipt(s) used to enter, 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. Transaction receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period, but prior to entry.

13. Transaction receipts for retailer purchases excluded from this promotion include corporate purchases, bill payments, pharmacy scripts and scheduled medicines, liquor, liquor products, tobacco, tobacco products, expenditure on gambling including but not limited to lotteries and instant scratch tickets and lay-by payments, except where the amount paid completed the transaction.

#### PRIZE

14. There will be one (1) prize only.

15. The Prize to be awarded is specified in **Item 2 of the Schedule**.

16. The value of the total prize pool is \$10,000.

17. Any ancillary costs associated with redeeming the Prize are not included. Any unused balance of the 4 x \$2,500 gift cards will not be awarded as cash. Redemption of the gift cards is subject to any terms and conditions of the issuer including those specified on the gift cards.

18. Should the winner not claim their prize within 60 days of the draw, all entries will be resubmitted into an unclaimed prize draw as set out in Clause 24.

#### WINNER

19. There will be one (1) winner only, with the winner being drawn via random computer generator at 10.30am on Monday 16 June 2025. The draw will take place at the office of Compco Retail Marketing Pty Ltd, 1100 Grassy Gully Road, Buangla, NSW, 2541. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and by email within seven (7) days of the draw.

20. The first valid entry drawn in the prize draw will be deemed the winner.

21. Winner will receive the Prize as described in **Item 2 of the Schedule**.

22. Winner is responsible for liaising with The Ponds Shopping Centre Management Office via email to arrange redemption of the Prize. The Ponds Shopping Management Office email address is [shoptheponds@cbre.com](mailto:shoptheponds@cbre.com).

23. Winner must present photo identification and their original Qualifying Transaction receipt, for verification purposes and to claim prize.

24. A draw for the Prize, if unclaimed, may take place on Monday 18 August 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and by email within seven (7) days of the draw.

#### GENERAL

25. 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.

26. Redemption of the Prize for any goods or services is subject to the standard terms and conditions of the relevant providers. Subject to the unclaimed prize draw clause, if for any reason, a winner does not take the Prize at the time stipulated, then the Prize will be forfeited.

27. If the Prize is unavailable due to unforeseen or other special circumstances, the Promoter in its reasonable discretion reserves the right to substitute the prize with a similar prize of equal or greater value, subject to any written directions from a regulatory authority.

28. Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Tax implications may arise from the receipt or use of the Prize. Independent financial advice should be sought.

29. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (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.

30. 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 breaches 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 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.

31. 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.

32. The Promoter's decision is final, and no correspondence will be entered into.

33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

34. Any prize that is not supplied by the Promoter (or its related companies) in the ordinary course of its business is, for the purposes of the Promotion, supplied to prize winners by the first party that directly supplies the goods or services. By entering the Promotion each entrant acknowledges that: (a) the Promoter, its agents and contractors have no liability to prize winners in respect of any loss, damage, cost, inconvenience or other disadvantage that may be suffered as a result of any defective or otherwise unsatisfactory goods or services supplied by a third party to a prize winner, or the failure to supply those goods or services to a prize winner; (b) it will not bring any claim against the Promoter, its agents or contractors in this respect.

35. 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 CBRE (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.

36. Except any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and CBRE (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 a Prize.

## PRIVACY

37. Privacy: By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: automatically signing up to the Participating Shopping Centre's database, administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does it will tell you why. An access fee may be charged to cover the Promoter's costs of providing the information. The Promoter cannot guarantee the security of personal information provided. All personal information supplied will be securely held at all times in accordance with the Promoter's privacy policy which can be viewed here:

<https://ispt.com.au/privacy-policy>

## SCHEDULE

### Item 1 – Entry Process

To enter the Promotion, eligible entrants must, during the Promotional Period:

1. Entry Method:

- a. Spend \$80 or more in a single transaction at The Ponds Shopping Centre Woolworths Supermarket; or spend \$40 or more at participating The Ponds Shopping Centre Specialty Stores (maximum of two transaction receipts) ("Qualifying Transaction").
- b. At the time of completing a Qualifying Transaction, individuals will be provided with a transaction receipt. In the event a transaction receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant's responsibility to request one.
- c. Individuals must then scan the unique QR code on the in-centre promotional signage and visit The Ponds Shopping Centre website at [www.shoptheponds.com.au](http://www.shoptheponds.com.au), follow the prompts to the Promotional entry page, input the requested details (including their first name, last name, email address and phone number), upload their transaction receipt(s) and submit the fully completed entry form during the Promotional Period.

### Item 2 – Prize

There is one (1) Prize to be awarded in this Promotion as follows:

- i. \$10,000 worth of groceries from The Ponds Shopping Centre Woolworths Supermarket.
- ii. The Prize will be awarded via 4 x \$2,500 The Ponds Shopping Centre Gift Cards, valid at The Ponds Shopping Centre Woolworths Supermarket only.
- iii. Vault Payment Solutions gift card terms and conditions apply.

(the "Prize")

For clarity, the Prize must be claimed within 60 days of the draw or the Prize will be forfeited.

### Item 3 – The Ponds Shopping Centre Participating Stores are;

The Ponds Woolworths Supermarket

Costi's Seafood & Grill

D'Tanglz Hair & Beauty

Flash News

Franky & Co

Gents Palace Barbershop  
Golden Ponds Chinese Restaurant  
Gong Cha  
Hills Telecom  
Indian Beauty Secrets  
Koko Thai  
Leaf Café & Co  
My Indian Bazaar  
Nazar Butchery  
Oliver Brown  
Priceline Pharmacy  
ProfessioNail  
Sahara Street Food  
Silverleaf Artisan Bakery  
Star Car Wash  
Subway