

**SEVEN HILLS PLAZA
MOTHER'S DAY GIFT WITH PURCHASE 2022 PROMOTION**

TERMS AND CONDITIONS

1. Information on how to claim and the gift(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Claims are only open to Australian residents aged 15 years or over. Claimants under the age of 18 must have parent or legal guardian approval to participate in this Promotion.
3. Employees (and their immediate families) of the Promoters, 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. Claims open between 10am – 1pm on 07/05/22 or once all gifts are exhausted, whichever is first to occur ("**Promotional Period**").
5. To be eligible to claim, individuals must complete the following steps during the Promotional Period:
 - a. Spend AUD \$25 or more, in a maximum number of three (3) transactions on any goods or services (other than the Excluded items) in the course of one (1) day in specialty stores ("**Qualifying Spend**"); and
 - b. Visit the Mother's Day Gift with Purchase cart in-centre during the promotional period
 - c. Present their eligible receipts for the Qualifying Spend to the event staff and submit their details.

Excluded Items: Purchases at casual lease tenants and purchases of any of the following products or services (including vouchers relating to such products or services) will not be eligible to claim a gift: supermarket and majors purchases, gift cards, liquor or tobacco products, weapons of any kind, prescription medicines, payment for utilities and services (e.g. electricity, gas, telephone, medical, dental, optical, professional and business services), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is the original receipt/s for the Qualifying Spend.

Only the first 100 number of valid claims received will each be awarded the gift outlined below.

6. Multiple gift claims not permitted.
7. There are 100 x Aveeno Daily Moisturisers (70ml) valued at \$4.49 each available for redemption subject the clauses outlined in these Terms and Conditions.

Total prize pool: \$449

8. The Promoters reserve the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoters have 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 Promoters discretion. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete or indecipherable claims will be deemed invalid.
10. 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.
11. The Promoter's decision is final, and no correspondence will be entered into.
12. If any gift (or part of any gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
13. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. If a gift is provided to the Promoters by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
15. Claimants must keep their proof of purchase. If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; and (b) that the purchase was made during the Promotional Period and prior to submitting a claim for a gift.
16. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve 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.
17. 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 Promoters (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.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (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 Promoters' control); (b) any theft, unauthorised access or third party interference; (c) any gift claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant or (f) use of/taking of a gift.

19. The Promoters collect 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, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.sevenhillspalaza.com.au/privacy-policy-sev.
20. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters 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 Promoters. Unless otherwise indicated by the Promoters, the Promoters may disclose PI to entities outside of Australia (for a list of the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoters are not liable in this regard.
21. The Promoter is Seven Hills Plaza Pty Ltd ATF Seven Hills Plaza Unit Trust, 224 Prospect Highway, Seven Hills NSW 2147.