AW24 GIFT WITH PURCHASE PROMOTION TERMS & CONDITIONS

Terms and Conditions

- 1. The Promoter is Lendlease Property Management (Australia) Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (Lendlease). Contact number is 1800 233 066.
- 2. Only residents of Australia aged 16 years of age or older (**Participant**) are eligible for the Competition.
- 3. The following person(s) are ineligible to enter the Competition:
 - (a) employees of:
 - (i) the Promoter; and
 - (ii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth),

and associated agencies, companies and contractors; or

(b) members of the Immediate Families of the employees referred to at paragraph 3a.

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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.

- 4. The Promotion will be conducted at Tweed City, 54 Minjungbal Drive, Tweed Heads South, NSW 2486 and commences from 9.00am on Monday 17 June 2024 until 3.00pm on Sunday 30 June 2024, or once the allocated gifts have been exhausted (Promotion Period).
- 5. The Promoter may extend the Promotion Period at its sole discretion (Extended Promotion Period). Details of any Extended Promotion Period will be posted on www.tweedcity.com.au. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 6. The gift with purchase is one \$20.00 Tweed City Gift Card (**Gift**). A total of 600 Gifts will be available with a total value of \$12,000.00 (exclusive of \$2.95 card fee).
- 7. To redeem a gift the Participant must provide personal details for the Promoter to record, and present original in-store printed receipt/s, evidencing a total spend of \$120 or more in up to three transactions during the Promotion Period at participating Tweed City retailers outlined in Appendix A. If the Participant is under the age of 18 years, the Participant's parent or guardian must accompany the Participant in order to collect the free gift and the free gift will be awarded to the Participant's parent or guardian.
- 8. Emailed store receipt/s will only be accepted from exempt retailers outlined in Appendix B and must be purchase in-store at Tweed City during the promotion period.
- 9. To redeem a gift the Participant must visit the Customer Service Desk located near Harris Scarfe during opening hours of 9am to 5.30pm on Monday Wednesday, and Friday and 9am to 9pm on Thursday, 9am to 4pm on Saturday and 10am to 3pm on Sunday during the Promotion Period or once the allocated gifts have been exhausted (whichever comes first).
- 10. The receipt/s must be dated between the Promotion Period of Monday 17 June 2024 until Sunday 30 June 2024 (inclusive). Receipts outside of these dates will not be accepted.
- 11. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion:
 - (a) within the Promotion Period;
 - (b) in the strict manner specified in these terms and conditions;
 - (c) by the method specified in these terms and conditions for the Promotion; and
 - (d) relying on a receipt/s dated within the Promotion Period.
- 12. A maximum of one Gift per day can be claimed by a Participant throughout the Promotion Period. Once a receipt has been presented and validated by the Promoter, no balance amount or part thereof can be used for future redemptions.
- 13. A maximum of three receipts can be submitted to evidence the total spend required.
- 14. The Promoter reserves the right to mark a receipt to signify the receipt has been used to redeem a gift.

- 15. Participating retailers for this Promotion include Tweed City retailers set out in Annexure A (Participating Retailer). Bill payments such as the payment of credit card bills, bank transactions, bank fees and charges, insurance premium payments, Private health premium payments, and service bills (such as gas, electricity, rates and phone bills) are not accepted as part of this Promotion. Receipts from the purchase of gift vouchers, lottery products, alcohol, prescriptions, medication, medical appointments, dental appointments, or tobacco products are not accepted.
- 16. The Gift is not redeemable for cash.
- 17. The Gift is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
- 18. The Gift is subject to Tweed City Gift Card Terms and Conditions outlined on https://www.tweedcity.com.au/gift-cards/
- 19. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Gifts once they are claimed.
- 20. The Promoter reserves the right to refuse this offer to any person and reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Gift in whole and no substitute will be offered.
- 21. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
- 22. As a condition of accepting a Gift, the winner (or the winner's parent or guardian), and any other person(s) sharing the Gift with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a gift to the extent the Gift is or includes a recreational service or activity.
 - 23. The Promoter may cancel the Promotion and not award the Gift(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Gift(s). Should the Promoter cancel the Promotion the Promoter will:
 - (a) advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at on www.tweedcity.com.au;
 - (b) promptly destroy all entries received; and
 - not use the personal information that any Participant has provided on the entry form.
 - 24. All gifts are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any gift with a gift of equal or greater value (including where the gift is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their gift and/or any element of the gift as stated.
 - 25. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
 - 26. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. The Participant irrevocably releases Facebook and Instagram from any liability arising out of or in connection with this Promotion.

Privacy Statement

Personal information you provide to Lendlease Property Management (Australia) Pty Ltd by providing

your details may be used for purposes related to the operation of our business including the administration of this Competition including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Tweed City. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Competition.

We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for the Competition or our other business activities.

We may disclose your personal information to other Lendlease Group entities, or a third party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy. Our Privacy Policy can be found on our website, http://www.lendlease.com/au/privacy/. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer at privacy@lendlease.com or call 1800 233 066.

References to 'we' and 'us' in this statement include the owners of Tweed City.

Appendix A - Participating Retailers

Participating Retailers include those listed below during the Competition Period. Only Fashion, Beauty and Homeware purchases are eligible for redemption. Any products or services purchased from a retailer listed in the Participating Retailers list that does not fall under the Fashion, Beauty, or Homeware category will be excluded from the Participants entry.

PARTICPATING STORES LIST		NON-PARTICIPATING
(Fashion, Beauty & Homewares stores only)		MAJOR STORES
Adairs	Mancave Barbershop	Big W
Ally Fashion	Mandala Muscle Therapy & Massage	Coles
Angus & Coote	Massage Legendary	JB Hi Fi
Australian Skin Clinics	Mathers	Kmart
Beauty Stop	Millers	Woolworths
Bed Bath N Table	Noni B	
Best & Less	OPSM (excludes contact lenses)	
Blooms The Chemist* (beauty purchases only)	Oscar Wylee (excludes contact lenses)	
Bras N Things	Pandora	
Caseway (excludes repairs)	Pillow Talk	
City Beach	Platypus	
Connor	Price Attack	
Cotton On	Priceline	
Cotton On Body	ProfessioNail	
Cotton On Kids	Prouds	
Crinkles Barber Shop	PTC Phone Tech & Comm (excludes repairs)	
Crystique	QBD Books	
Curtain Wonderland	Skechers	
Dotti	Smiggle	
Dusk	Smokemart & Giftbox (excludes tobacco	
	purchases)	
EB Games	Specsavers (excludes contact lenses)	
Elegant Beauty & Brows	Spendless Shoes	
Footmaster	Sportsgirl	
Fuse Silver	Strand	
Gilberts Tree	Sunglass Hut	
Glo Beauty Studio	Suzanne Grae	
Goldmark Jewellers	The Athletes Foot	
Harris Scarfe	The Reject Shop	
House	Top Jeweller	
Inglot	Tweed City News (excludes lotto, gaming,	
	tobacco product purchases etc)	
Jay Jays	Туро	
Just Cuts	Unicorn Piercing Professionals	
Just Jeans	Unique Nails & Beauty	
Just Sunnies	Ur-Fone (excludes repairs)	
Kaos Hair Salon	Violet & Moss	
Laser Clinics Australia	Wallace Bishop	
Lens Pro (excludes contact lenses)	Williams	
Lovisa	Xtreme Communications (excludes repairs)	
Lowes		