

AMP Capital Shopping Centres Pty Limited
Brickworks Centre
WIN an Private Dinner Party valued at \$1,500*
Monday 14 – Sunday 27 September 2020

Terms & Conditions

1. Information on how to enter, how to claim, and details of the Brickworks Easter Competition (“**Competition**”) form part of these Terms and Conditions. Participation in this Promotion constitutes acceptance of, and an agreement to be bound by, these Terms and Conditions.
2. This Promotion is open to Australian residents aged over 18 years and older.
3. and who fulfil the entry requirements, except:
 - a. employees of AMP Capital Shopping Centres Pty Limited (the “**Promoter**”) and any AMP Group Entity, and their immediate family,
 - b. Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - c. the staff of Tenants in the Pacific Fair Shopping Centre and their immediate family,
 - d. the proprietors and staff of companies involved in the production, publishing and administration of this Competition and their immediate family.
4. (an “**Eligible Customer**”).
5. For the purposes of this clause 2, “**Immediate family**” means parents, siblings, spouse, children and grandparents. “**Tenants**” means lessees, licensees and in the case of a lessee or licensee that is a corporation, its directors.
6. Entrants must be aged 18 years or older. If a customer is unable or refuses to produce identification of their identity confirming their age upon the Promoter’s request, the Promoter reserves the right not to allow the customer to participate in the Competition.
7. The Promoter reserves the right, at any time, to verify the validity of entries (including an entrant’s identity, age and place of residence) and to disqualify or refuse to accept any entry from any entrant who submits an entry that is not in accordance with these Terms and Conditions, who is not an Eligible Customer or who tampers with the entry process. Errors and omissions of a customer’s entry in the Competition will 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.
8. The entrant acknowledges that the Promoter’s decision in relation to anything in these Terms and Conditions or any aspect of the Competition is final and binding.
9. All references to times and dates in these Terms and Conditions are to times and dates according to Queensland time GMT +10 hours.
10. All references in these Terms and Conditions to prices and values of the prizes in the Competition include GST and are in Australian Dollars.
11. Unless otherwise indicated in these Terms and Conditions, a reference to a place in these Terms and Conditions is a reference to the relevant place in the Brickworks Centre.
12. The Competition commences at 9am on Monday 14 September 2020 and closes at 11:59pm Sunday 27 September 2020 (the “**Promotion Period**”).
13. Despite any other provision in these Terms and Conditions, the Promoter may shorten or extend the Competition Period at its discretion and without prior notice.

How Eligible Customers can enter the promotion:

14. To be eligible to enter the Competition customers must, during the Promotion Period:
 - a. Sign up to the Brickworks eNewsletter at brickworkscentre.com.au within the promotional period.
15. Must agree to the competition terms and conditions.
16. Must agree to subscribing to Brickworks database.

The Prizes

17. A total of 1 entry will be randomly selected to win
 - a. MAJOR PRIZE
 - (i) \$1,500 private dining experience for 6 guests which includes a private chef, wait staff, selected menu, table styling, set up and full cleaning of event.

General Terms and Conditions

18. Except for any liability that cannot be excluded by law, the Promoter, any AMP Group Entity and each of their 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 or in connection with the Promotion, including, but not limited to, where arising out of the following:
 - (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (ii) any theft, unauthorised access or third party interference;
 - (iii) any entry or 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;
 - (iv) any variation in value of the Gift to that stated in these Terms and Conditions; or
 - (v) any tax liability incurred by an entrant.
19. If for any reason this Promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process from participating in the Promotion.
20. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the Promotion.
21. The Promoter is bound by the *Privacy Act 1988*. By entering this Promotion, entrants are providing consent for the Promoter to hold and use their personal information. The Promoter collects personal information in order to conduct the Promotion and for general marketing and research purposes. If you do not provide the information requested, you will not be able to participate in the Promotion. Your personal information may be shared with other AMP Group entities, with third parties who provide services to the Promoter and the AMP Group including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing,

publicity, research and profiling purposes, including sending electronic messages, marketing communications, or telephoning the entrant. Entrants should direct any request to access, update, remove, or correct information direct to the Promoter. The AMP Privacy Policy (available at www.pacificfair.com.au) provides further information on how you can access and correct the information that the AMP Group holds about you, how you may complain about a breach of privacy and our process for resolving privacy related enquires and complaints.

22. All entries become the property of the Promoter.
23. The entrant must indemnify and keep indemnified the Promoter, the owners of Pacific Fair Shopping Centre, and all AMP Group Entities (the "**Indemnified Parties**") against all demands, claims, liabilities, costs, expenses, losses and damage the Indemnified Parties may have or in the future suffer or incur including, without limitation, liability for personal injury (including death) to any person and damage to property arising out of or in connection with the entrant's participation in this competition or the entrant's use of the prizes whether caused or contributed to by the act or omission of the Indemnified Parties or not.
24. "**AMP Group Entity**" means AMP Limited (ACN 079 354 519) and any Related Body Corporate from time to time of AMP Limited (including, without limitation, AMP Capital Investors Limited) and their respective directors, officers, employees, representatives, volunteers, servants and agents. "**Related Body Corporate**" has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth).
25. The laws of Queensland govern this Promotion.
26. **The Promoter is AMP Capital Shopping Centres Pty Limited A.B.N No 13 001 595 955, Level 16, 50 Bridge Street, SYDNEY NSW 2000, AUSTRALIA, (with the registered office at Level 24, 33 Alfred Street, SYDNEY NSW 2000) phone +61 7 5581 5100.**