

TERMS AND CONDITIONS
“Armada Bathurst – Insulated Tumblers”
GIFT WITH PURCHASE WINTER PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “**Armada Bathurst Insulated Tumblers and Coolers**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in NSW local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoters to enter into a further agreement as evidence of consent to this Promotion.
3. The following are ineligible to participate: (i) employees of the Promoters, **RetPro** Management, or any of the tenants or retailers in the Participating Centre or any of the Promoters’ agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoters has previously notified is not permitted to enter the Promoters’ promotions.

PROMOTION PERIOD

4. This Promotion commences at Armada Bathurst Shopping Centre at 9:00am on 08/07/2023 and ends at 2:00pm AEST on 16/07/2023 or whilst the daily number of gifts at the participating centre lasts, whichever occurs first (“**Claim Period**”).

HOW TO CLAIM

5. The Promotion will be conducted at Armada Bathurst Shopping Centre as set out in Annexure A (“**Participating Centres**”).
6. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt, as specified in condition 8 below. “**Participating Retailers**” are as set out in Annexure A.
7. To be eligible to participate in this Promotion and claim the gift, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Simply spend \$40 or more in any of our Specialty stores, \$70 or more in Big W or Kmart, and \$100 or more in Woolworths or any of the Participating Retailers in any single day during the Claim Period at the Participating Centre/s, excluding any Ineligible Transaction (“**Qualifying Spend**”). For clarity, the Qualifying Spend can be a single spend or added together from purchases at a Participating Retailer at the Participating Centre, however, during the Promotion Period;
 - (b) Present their own original valid receipt recording the Qualifying Spend (which must specify the store and date/time of purchase on the same day as making the Qualifying Spend to the Gift Claim Station, located near Just Jeans, between 11am and 2pm during the Promotional Period.
 - (c) Agree to sign up the Armada Bathurst database to receive emails about Centre new, events and promotions or prove they already are on our database. Customers understand they can unsubscribe at any time.

INVALID RECEIPTS

8. The following receipts are not valid receipts for the purpose of the Promotion:
 - a. receipt(s) from non-participating retailers and Excluded Retailers;
 - b. receipt(s) for purchases made on behalf of a business
 - c. receipt(s) recording any bill and/or car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases;

- d. receipt(s) recording Layby payments including where a Layby is finalised and payment completed during the Claim Period;
- e. receipt(s) for goods purchased online and collected in person at a Participating Retailer at a Participating Centre
- f. receipt(s) recording redemption of gift card purchases, store credit, refunds and exchanges;
- g. receipt(s) recording purchases made prior to the Claim Period that have been returned and re-purchased during the Claim Period;
- h. ATM or EFTPOS receipts;
- i. credit card or bank statements; and
- j. receipt(s) that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

GIFTS

9. Subject to the availability of gifts at each Participating Centre as set out in Annexure A, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Gift Claim Station in accordance with these Terms and Conditions will receive one (1) insulated beverage tumbler or one (1) insulated beverage cooler, each valued at \$49.95 RRP.

GENERAL

10. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoters. Gift recipients will be advised immediately at the time of claim submission.
11. The Promoters reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of a claimant, the Promoters reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers. If the gift is unavailable due to reasons beyond the control of the Promoters, the Promoters in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
14. Total value of gifts to be provided in each Participating Centre under this promotion is up to \$44,955.00
15. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
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 reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. The Promoters' decision is final, and no correspondence will be entered into.
18. 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 protections 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 Promoters, 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.

19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters, **RetPro** Management, (and 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 Promoters’ control); (b) any theft, unauthorised access or third party interference; (c) any claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoters or not) due to any reason beyond the reasonable control of the Promoters; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.

PRIVACY

20. In order to conduct this Promotion, the Promoters needs to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of claiming a gift that the claimant agrees to being entered into the Armada Bathurst database. The Promoters **RetPro** Management, may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant and for such other purposes as set out in the **RetPro** Management Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoters. All personal details of claimants will be stored in accordance with the **RetPro** Management Privacy Policy. Upon the claimant’s request, all information provided will be removed from our active database. To request details to be removed, please email InfoBathurst@RetProgroup.com.au . Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. Any complaints regarding the treatment of personal information should also be directed to InfoBathurst@RetProgroup.com.au and will be dealt with by the Promoters in accordance with its Privacy Policy. To view the Armada Bathurst Privacy Policy please visit www.armadabathurst.com.au. All claims remain the property of the Promoters.
21. The “**Promoter**” is **RetPro** Group Pty Ltd (in its capacity as The Trustee for Armada Bathurst Trust ABN 64 155 736 771 C/-Armada Bathurst Shopping Centre, Centre Management, 121 Howick Street, Bathurst, New South Wales, 2795. NSW Permit No. non applicable

ANNEXURE A

The number of gifts for each Participating Centre are set out below:

Participating Centres	Maximum number of gifts	Gift Value	Maximum total prize value
Armada Bathurst	100 per day limit	\$49.95	\$4,995.00
TOTAL	900 Tumblers		\$44,955.00