

## TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER

### “SPEND & WIN BIG’ – WIN a \$1,000 Gift Card”

#### PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “Spend & Win Big – Win a \$1,000 Gift Card” Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions.

#### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years and over.
3. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers or their staff at Eastern Creek Quarter or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

#### PROMOTION PERIOD

4. This Promotion commences at 12:00 am Australian Eastern Daylight Time (“AEDT”) and ends at 11.59 pm AEDT during the Promotional Dates, as follows:

*Draw 1: Saturday 1 March - Monday 31 March*

*Draw 2: Tuesday 1 April – Wednesday 30 April*

*Draw 3: Thursday 1 May – Saturday 31 May*

*Draw 4: Sunday 1 June - Monday 30 June*

*Draw 5: Tuesday 1 July – Thursday 31 July*

*Draw 6: Friday 1 August – Sunday 31 August*

*Draw 7: Monday 1 September – Tuesday 30 September*

#### HOW TO ENTER

5. The Promotion will be conducted at Eastern Creek Quarter (“Participating Centre”).
6. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
- (a) Spend \$60 or more, in a single day during the Promotion Period of the relevant Draw at any of the Participating Retailers at ECQ XL, excluding any Ineligible Transaction (“Qualifying Spend”). Only purchases made on goods within the centre are eligible; gift cards do not qualify as eligible spend for this promotion. (b) Scan the QR code visible on the retailer counter strut cards. (c) Complete the online entry form and sign up to the ECQ database. (d) Keep a copy of their receipt or image of their receipt as proof of purchase and, if required, provide proof of the transaction within an account to verify eligibility for the prize.
7. Valid spend may be in one transaction, or at multiple retailers to the total eligible value on the same day.

#### DRAW DETAILS

8. There will be one (1) draw conducted for the entries received each month of the Promotional Period, for a total of nine (7) draws.

Subject to the starting and closing time of the Promotional Period, entries into each Monthly Draw will open and close on the dates and times outlined in the table below. Each Monthly Draw will take place at Frasers Property Australia at 12:00pm (noon) AEST. For the removal of doubt, no draws will be conducted during the

weekend or on a public holiday. If any draw falls on a public holiday in the state of the Promoter, that draw will be conducted on the next business day. Entries in each Monthly Draw will NOT be entered into any subsequent Monthly Draw(s). Frasers Property Australia reserves the right to draw additional reserve entries in case of an invalid entry or invalid entrant.

**Draw 1**

*Entries open: 12:00 am 1 March 2025*

*Entries close: 11:59 pm 31 March 2025*

*Draw date: 2 April 2025*

**Draw 2**

*Entries open: 12:00 am 1 April 2025*

*Entries close: 11:59 pm 30 April 2025*

*Draw date: 2 May 2025*

**Draw 3**

*Entries open: 12:00 am 1 May 2025*

*Entries close: 11:59 pm 31 May 2025*

*Draw date: 2 June 2025*

**Draw 4**

*Entries open: 12:00 am 1 June 2025*

*Entries close: 11:59 pm 30 June 2025*

*Draw date: 2 July 2025*

**Draw 5**

*Entries open: 12:00 am 1 July 2025*

*Entries close: 11:59 pm 31 July 2025*

*Draw date: 4 August 2025*

**Draw 6**

*Entries open: 12:00 am 1 August 2025*

*Entries close: 11:59 pm 31 August 2025*

*Draw date: 2 September 2025*

**Draw 7**

*Entries open: 12:00 am 1 September 2025*

*Entries close: 11:59 pm 30 September 2025*

*Draw date: 2 October 2025*

**GIFTS**

9. Subject to the availability of gifts 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 via presentation of valid receipt/s and proof of transaction in accordance with these Terms and Conditions will go into the draw to win one (1) \$1,000 Gift Card to the retailer of their choice at ECQ XL.

10. The number of gifts that are available in the Participating Centre is nine (9) \$1,000 Gift cards, capped at 1 gift cards available during the promotional period of each draw.

11. Terms and Conditions apply to the use of the selected gift card.

12. Gift cards are valid for 36 months from the date of issue. Any remaining value will be forfeited after this time.

**GENERAL**

13. 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 Promoter.

14. The Promoter 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 Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

15. 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.

16. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.

17. Total value of gifts to be provided under this Promotion is up to \$7,000. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

18. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

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

20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the guarantees under the Australian Consumer Law or similar 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 (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.

21. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter (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 claim 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 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**

22. In order to conduct this Promotion, the Promoter 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 Eastern Creek Quarter database. 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 or telephoning the claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored at the office of the Promoter. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please request by email to [marketing@easterncreekquarter.shopping](mailto:marketing@easterncreekquarter.shopping) or by calling the Marketing Manager on (02) 9767 2830. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view our Privacy Policy, please visit <https://www.frasersproperty.com.au/privacy>. All claims remain the property of the Promoter.

23. The "Promoter" is Eastern Creek Quarter, 159 Rooty Hill Rd South, Eastern Creek, NSW, 2766. ABN 70356804362. Telephone: 02 9767 2840.