

## **TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER**

### **“SUNDOWN FUN UP SPEND AND GET - BONUS \$20 Woolworths Gift Card”**

#### **PROMOTION**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “SunDown Fun Up Spend & Get – BONUS \$20 Woolworths 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 5.00pm Australian Eastern Daylight Time (“AEDT”) 9 July 2024 and ends at 8:00pm AEDT on 30 August 2024 or when all 2400 valid claims have been received, whichever occurs first (“Promotion Period”).

#### **HOW TO CLAIM**

5. The Promotion will be conducted at Eastern Creek Quarter (“Participating Centre”)

6. To be eligible to participate in this Promotion and claim a gift card, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Spend \$40 or more at any eligible retailers within ECQ Social, in a single day during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction (“Qualifying Spend”). (b) Present their original receipt/s to the redemption desk between 5 pm – 8 pm, located opposite Sir Manong to qualify. Receipts must be presented on the same day of purchase to be eligible. Receipts will be stamped upon presentation. (d) Customers must also complete the short entry form and sign up to the ECQ database to redeem their gift card.

7. Valid spend may be in one transaction, or at multiple retailers to the total eligible value on the same day.

#### **GIFTS**

8. 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 in accordance with these Terms and Conditions will receive one (1) Woolworths gift card valued at \$20 valid at Woolworths. Gifts are limited to one (1) gift, per person, per day.

9. The number of gifts that are available in the Participating Centre is 2400, capped at 100 gift cards available per Tuesday, Wednesday and Thursday night during the promotional period.

10. Terms and Conditions apply to the use of the \$20 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 \$48,000. 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.

## **ANNEXURE A**

Customers must spend \$40 on any Tuesday, Wednesday or Thursday during the promotional period, at any of the eligible ECQ Social retailers to redeem their \$20 Woolworths gift card. Value may be in one transaction, or in multiple transactions provided the eligible spend is met on the same day.

Participating Retailers at Eastern Creek Quarter include:

Burger Point, Char'd Charcoal Chicken, Costi's Seafood & Grill, Gotcha Fresh Tea, Habibi Juice, Kerbside Eatery, Middle East Feast, Noodle Paradise, Oporto, Phoever, Pico De Galo, Sir Manong, Tasty Manoush & Pizza, Thai Master, The Chocolate Room and The Streets Eatery.