

## TERMS AND CONDITIONS FOR “HARBOUR TOWN MELBOURNE ESSIE NAIL POLISH GWP” PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “Harbour Town Melbourne Essie Nail Polish GWP” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions.

### ELIGIBILITY

2. Subject to condition 3, this Promotion is open to VIC, NSW, ACT, QLD, SA, WA & Tasmania residents.

3. The following are ineligible: (i) employees of the Promoter, Ashe Morgan Harbour Town Joint Venture Pty Ltd or any of the tenants or retailers in the Participating Centre (as defined in condition 5 below) or any of the Promoter’s 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 Promoter has previously notified is not permitted to enter the Promoter’s promotions.

### PROMOTION PERIOD

4. This Promotion commences at Harbour Town Melbourne Shopping Centre at 10:00am AEST on 2/5/16 and ends at 6:00pm AEST on 29/5/15 or whilst the number of gifts in Harbour Town Melbourne lasts, whichever occurs first (**“Promotion Period”**).

### HOW TO CLAIM

5. The Promotion will be conducted at Harbour Town Melbourne Shopping Centre. The number of gifts that are available are 2,000.

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) Spend \$60 or more on fashion, footwear, beauty, homewares or accessories at any of the Participating Retailers in any single day during the Promotion Period at Harbour Town Melbourne, excluding any Ineligible Transaction (**“Qualifying Spend”**). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all purchases must be made at one (1) Participating Centre, on one (1) day, during the Promotion Period; (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s) on the same day as making the Qualifying Spend to the Harbour Town Melbourne Customer Service Lounge; and (c) Supply their full name and a valid email address to be registered to the Harbour Town Melbourne database. It is a condition of claiming the gift that claimants agree for their personal information to be added to the Harbour Town Melbourne database and to be used in accordance with the purposes set out in these Terms and Conditions. Redemptions must be made on the same day as purchases.

### INVALID RECEIPTS

8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product

purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts 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 Harbour Town Melbourne Shopping Centre, 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 Customer Service Lounge at Harbour Town Melbourne in accordance with these Terms and Conditions will receive one (1) gift of 1 x Essie Nail Polish valued at \$17.95. The design, size and colour/s of the Essie Nail Polish will be determined by the Promoter, in its absolute discretion.

## **GENERAL**

10. Each individual who must be 18 years or over 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.

11. 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.

12. 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.

13. 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.

14. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

15. 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.

16. The Promoter's decision is final and no correspondence will be entered into.

17. 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 protection 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.

18. 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 the gift.

## **PRIVACY**

19. 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 the Harbour Town Melbourne 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 in accordance with the Privacy Policy. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please write to The Marketing Director, Harbour Town Melbourne, Level 1, 122 Studio Lane, Docklands, VIC, 3008. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://harbourtownmelbourne.com.au/privacy-policy.html>. All entries remain the property of the Promoter.

20. The "**Promoter**" is Ashe Morgan Harbour Town Joint Venture Pty Ltd (ABN 12 537 538 046) Harbour Town Centre Management Level 1, 122 Studio Lane Docklands Vic 3008 Telephone: (03) 9328 8600.