

“FORREST CHASE SECRET SANTA PROMOTION”

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.
3. Entry is only open to Western Australian residents aged 18 years and over. Any entrant who does not reside in Western Australia with a valid residential address will not be deemed an Eligible entrant and is not eligible to participate in this promotion.
4. Employees (and their immediate families) of the Promoter, Participating Centre (defined below), Participating Retailer (defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Entries into the promotion open on 01/12/2025 and close at 5:00pm AWST on 19/12/2025 (“**Promotional Period**”).
6. Any entries received outside of the Promotional Period will be deemed invalid and will not be accepted.
7. This promotion will be conducted at Forrest Chase Shopping Centre (“**Participating Centre**”).
8. A “**Participating Retailer**” means any retailer at the Participating Centre. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt (as specified in Clause 12 below).
9. To be eligible to enter individuals must, during the Promotional Period, spend \$30 or more in one (1) transaction at the Participating Centre, excluding any Ineligible Transaction (“**Qualifying Spend**”).
10. There will a Secret Santa activation available in the Participating Centre (“**Activation**”) that will be live between 11am and 7pm on 05/12/2025, 12/12/2025 and 19/12/2025 (each an “**Activation Day**”).
11. To participate in the promotion, individuals must undertake the followings steps on an Activation Day:
 - Visit the Activation and present their own original valid receipt recording a Qualifying Spend (which must specify the retailer and date/time of purchase);
 - Scan the QR code located at the Activation and follow the prompts to the entry form;
 - Input the requested details and upload the receipt for the Qualifying Spend, when prompted;

- Upon completing the entry form, staff at the Activation will verify and then instruct the individual to participate in the Activation to reveal an instant prize, subject to the availability of instant prizes. Instant prizes will be awarded on the spot. If instant prizes run out, the Activation will end.
12. The following receipts are not valid receipts for the purpose of the promotion: (a) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (b) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotional Period; (c) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (d) ATM or EFTPOS receipts; (e) credit card or bank statements; and (f) 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.
 13. Entrants must retain a copy of their original purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize. Purchase receipt must clearly specify the product purchased, retailer of purchase and that the purchase was made during the Promotional Period but prior to entry.
 14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 15. Incomplete or indecipherable entries will be deemed invalid.
 16. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
 17. There are a total of 615 instant prizes to be won during the Promotional Period (with 205 to be won on each Activation Day). Prizes include:
 - 1x Rayban Meta Glasses valued at \$489
 - 1x Apple Airpods valued at \$429;
 - 1x Nespresso Coffee machine valued at \$325
 - 3x Kindles valued at 199 each;
 - 2x Marcs wallets valued at \$80 each (colours will vary);
 - 2x Status Anxiety wallets valued at \$80 each (colours will vary);
 - 10x Ultimate Ears Speakers valued at \$85 each;
 - 7x Car Diffusers from Peter Alexander valued at \$50 each;
 - 15x Beach Towels from Myer valued at \$49 each (colours will vary);

2x Cocktail Shaker sets from Myer valued at \$36 each;
30x \$20 Yo Chi Vouchers
20x Peta+Jain Brown/Black coin purses from Universal Store valued a \$15 each;
20x Flip Combs from Universal Store valued at \$14 each;
30x Body Bars from Peter Alexander valued at \$20 each;
30x Soaps from Peter Alexander valued at \$10 each;
35x Small soy candles from Peter Alexander valued at \$19 each;
15x Christmas Candles from Peter Alexander valued at \$24 each;
30x \$15 Coffee Club Vouchers;
80x \$20 Woolworths Vouchers;
80x Forrest Chase branded bucket hats valued at \$10 each; and
200x Forrest Chase branded beach balls valued at \$5 each.

18. The Promoter's decision is final and no correspondence will be entered into.
19. If for any reason a winner does not take a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
20. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is AU\$9,982.
22. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

28. Quality control errors will not invalidate an otherwise valid prize claim. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
29. Nothing in these Terms and Conditions limits, excludes or modifies 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 States 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 its respective 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 the promotion.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 entry or prize 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the Activation is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (f) use / taking of the prize.
31. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
32. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000, telephone 03 8601 6666 ("**Promoter**").