

“FORREST CHASE SPEND TO WIN” GIVEAWAY

TERMS & CONDITIONS

PROMOTOR

1. The Promoter is IFM Real Estate Fiduciary Pty Ltd (ABN 28 064 041 283) (**Promoter**) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000.

INTRODUCTION

2. Information on how to claim and the Gift/s (defined below) form part of the Terms and Conditions.
3. Claimants warrant that they have read, understand and agree to be bound by these Terms and Conditions. Participation in this offer (**Offer**) is deemed acceptance of these Terms and Conditions.
4. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Offer, these Terms and Conditions prevail.
5. Offer not valid in conjunction with any other offer unless specified otherwise.

WHO CAN CLAIM?

6. Claims are only open to Western Australian residents aged 18 years and over at the time of claim, excluding:
 - (a) employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer; and
 - (b) a spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, guardian, niece, nephew, brother, sister, step brother, step sister or first cousin of a person referred to in clause 6(a), (**Eligible Claimant**).
7. Any claimant who does not reside in Western Australia with a valid residential address will not be deemed an Eligible Claimant and is not eligible to participate in this Offer.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Offer. 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.

9. 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.

WHEN TO ENTER

10. The Offer commences for purchases in the Participating Centre (defined below) on 11 September 2026 at and closes at close of business on 13 September 2026 (**Purchase Period**). Claims may be submitted at the Participating Centre between 9:00am and 12.30pm AWST on 11 September 2026, 9.00am and 12.30pm AWST on 12 September 2026 and 11:00am to 2.30pm AWST on 13 September 2026 (each a **Claim Day**), or whilst the number of Gifts (defined below) in the Participating Centre lasts on each Claim Day, whichever occurs first.
11. The Promoter accepts no responsibility for any late claims or delays in the delivery of the claimant's claim due to technical disruptions, network congestion or for any other reason.

HOW TO ENTER

12. This Offer will be conducted at Forrest Chase (**Participating Centre**).
13. A "**Participating Retailer**" means any retailer at the Participating Centre except for any Excluded Retailer. An "**Excluded Retailer**" means any of the following retailer/s unless specified otherwise: BWS. An "**Ineligible Transaction**" means any transaction recorded on an invalid receipt (as specified in Clause 17 below).
14. To be eligible to participate in this Offer and claim the Gifts (defined below), subject to availability, Eligible Claimants must undertake the following steps:
 - a) Spend **\$150 or more in either one (1), two (2) or three (3) transactions** at the Participating Centre during the Purchase Period, excluding any Ineligible Transaction (**Qualifying Spend**);
 - b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the stores and date/time of purchase) during a Claim Day to:
 - i. the Concierge or Promotion Desk at the Participating Centre where the Qualifying Spend was made to claim a Gift Card Gift (defined below); and/or;
 - ii. the Foodie Station at the Participating Centre where the Qualifying Spend was made to claim a Foodie Gift (defined below); and
 - c) Once the Participating Centre staff member at the respective station validates the receipt/s they will hand over the Gift (subject to availability).
15. Incomprehensible, illegible, and incomplete claims will be deemed invalid.

INVALID RECIEPTS

17. The following receipts are not valid receipts for the purposes of the Offer: (a) receipt(s) from non-participating retailers and Excluded 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 Purchase 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 per type of Gift in the Offer. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Offer before returning them.

NUMBER OF CLAIMS PERMITTED

18. Only one (1) claim for each type of Gift is permitted per person.

DISQUALIFICATION

19. Any claim that is made on behalf of a claimant by a third party will be invalid, unless the claimant requires the assistance of the third party to enter, acting reasonably.

20. Any claim found to:

- a. have used a third party to claim on their behalf (other than as permitted under clause 19);
- b. have entered incorrect contact details;
- c. have provided false information or who seeks to gain an unfair advantage or to manipulate this Offer; or
- d. not be an Eligible Claimant,
(Disqualified Claimant) will have their claim invalidated and any claim they have to any gift will be invalidated.

21. If a Disqualified Claimant is awarded any Gift and then found to be a Disqualified Claimant, the Disqualified Claimant must immediately return the Gift/s awarded.

22. The Promoter has sole discretion to determine if any claimant is a Disqualified Claimant.

23. The Promoter reserves the right, at any time, to request whatever documentation it deems necessary to confirm if the individual is a Disqualified Claimant. An individual must provide any requested documentation to the Promoter promptly upon request.

24. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

GIFTS

25. Subject to the availability of Gifts in the Participating Centre on each Claim Day, 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 at the respective stations at the Participating Centre in accordance with these Terms and Conditions will receive:

- a. one (1) Forrest Chase Pays-enabled Prepaid Gift Cards valued at \$20 each (**Gift Card**); and
- b. either one (1) Forrest Chase Foodie Voucher valued at \$5 each (**Foodie Voucher**), or one (1) Yo-Chi Buy One Get One Free Voucher valued at

\$10 (Yo-Chi Voucher) (together the Foodie Gift”

(both the Gift Card and the Foodie Gift are a “**Gift**”).

26. There will be a maximum of 399 Gift Cards available, with a maximum of 133 Gift Cards available on each Claim Day. There will be a maximum of 600 Foodie Vouchers available, with a maximum of 200 Foodie Vouchers available on each claim day. There is a maximum of 48 Yo-Chi Vouchers available, with a maximum of 16 Yo-Chi Vouchers available on each Claim Day. In the event less than 134 claims for a Gift Card, 200 claims for a Foodie Voucher or 16 claims for a Yo-Chi Voucher are received on a Claim Day, the remaining Gifts will roll over into the next Claim Day.
27. For the avoidance of doubt, a Claimant will need to visit both gift stations referred to in clause 14 to be awarded both a Gift Card and a Foodie Gift, while stocks of each Gift are available.
28. Any ancillary costs associated with redeeming the Gift Card are not included. The Gift Card must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Gift Card any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. The Gift Card expiry and balance can be found on your mobile device in their digital wallet. The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (“EML”) and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 (“Vault”). See www.vaultps.com.au/terms-conditions for terms and conditions.
29. See <https://forrestchase.com.au/gift-card-faqs/> for the list of participating locations of where the Gift Card is accepted.
30. Any ancillary costs associated with redeeming the Foodie Gift are not included. Any unused balance of the Foodie Gift will not be awarded as cash. Redemption of the Foodie Gift is subject to any terms and conditions of the issuer including those specified on the specific voucher.
31. The Foodie Gift can only be redeemed at the Participating Centre and must be redeemed before 27 September 2026.
32. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
33. As a condition of accepting any Gift, the Promoter reserves the right to request the claimant:
 - a. provide proof of identity, proof of age, proof of residency and proof of compatible device for the Gift Card (smart device that allows for a digital wallet function); and;
 - b. sign any legal documentation as and in the form required by the Promoter and/or Gift supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
34. In the event that a claimant cannot provide suitable proof, that claimant will forfeit the Gift/s in whole and no substitute will be offered.

35. The Promoter's decision in relation to any aspect of the Offer is subject to WA legislation but also final and binding on each person who participates. No correspondence will be entered into.

PRIVACY COLLECTION STATEMENT

36. The Promoter collects individual's personal information in order to conduct the Offer and may, for this purpose, disclose such personal information to third parties, including but not limited to employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer and Gift suppliers.
37. Entry in the Offer is conditional on providing this personal information.
38. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>.
39. By entering the Offer, claimants consent to:
- a. the use of their personal information as described and agree that if the claimant opts in, the Promoter may use this information, or disclose it to other organisations that may use it, for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant without any further reference or payment to the entrants; and
 - b. being contacted by the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer.
40. The Privacy Policy contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose personal information to any entity outside of Australia.
41. All claims become and remain the property of the Promoter.

RELEASE AND INDEMNITY

42. The Promoter accepts no responsibility for a Gift once the Gift has been collected by the claimant.
43. Except for any liability that cannot by law be excluded, the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Gift.
44. Except for any liability that cannot by law be excluded, the Promoter, the Promoter's employees, contractors or subcontractors, the Promoter's related entities and its associated agencies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for personal injury or death suffered or sustained in connection with this Offer or as a result of taking or using any Gift.
45. 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 2010* (Cth), as well as any other implied

warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar.

FURTHER TERMS AND CONDITIONS

46. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Offer or suspend, substitute or modify a Gift.
47. If for any reason a claimant does not take a Gift by the time stipulated by the Promoter, then the Gift will be forfeited.
48. If any Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift of the equal value and/or specification.
49. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
50. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
51. All times noted in these Terms and Conditions are AWST (Australian Western Standard Time).
52. If, for any reason whatsoever, the Offer is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Offer, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Offer, or disqualifying a Claimant. Claimants will not seek any compensation whatsoever from the Promoter.