

**SPEND TO BE REWARDED PROMOTION
BENDIGO MARKETPLACE SHOPPING CENTRE**

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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.
4. Promotion commences on 07/12/2020 and closes at 11:59pm AEDST on 18/12/2020, or once 1875 valid claims have been received, whichever is first to occur.
5. To claim, eligible individuals must complete the following steps during the Promotional Period:
 - Spend \$30 or more at selected Participating Retailers at Waurin Ponds Shopping Centre in any single day during the Promotion Period ("Qualifying Spend"). For clarity, the Qualifying Spend must be made in a single transaction. A Participating Retailer is any Retailer within Waurin Ponds Shopping Centre that displays promotional material featuring this offer;
 - Upon making a Qualifying Spend at selected Participating Retailers (and subject to availability), claimants will receive a scratch card. Claimants must then scratch the panel on the scratch card to reveal a unique code ("**Unique Code**");
 - Claimants must then visit **www.lovelocalshopping.com.au**, follow the prompts to the competition entry page, input the requested details including their mobile phone number and Unique Code and submit the fully completed claim form.
6. Multiple claims permitted, subject to the following: (a) only one claim permitted per transaction; (b) each claim must be submitted separately and in accordance with claim requirements; (c) only one Unique Code per claim is permitted; (d) the same Unique Code cannot be used more than once; and (e) unrecognised codes will be deemed invalid.

7. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (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 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.
8. Incomplete or indecipherable claims will be deemed invalid.
9. Offer is strictly limited to 1875 claims for Bendigo Marketplace Shopping Centre.
10. 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.
11. Claimants will be notified by text message.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first 1875 valid claims received will each be awarded a \$20 Digital Prepaid Mastercard® which can be used at Bendigo Marketplace Specialty Retailers. Digital Prepaid Mastercards will be sent to successful claimants via text message with instructions on how to claim/redeem.
14. Any ancillary costs associated with redeeming the Digital Prepaid Mastercard are not included. Any unused balance of the Digital Prepaid Mastercard will not be awarded as cash. Redemption of the Digital Gift Card is subject to any terms and conditions of the issuer including those specified on the Digital Gift Card. The terms and conditions applicable to the Digital Prepaid Mastercard can be viewed at www.bendigomarketplace.com.au/spend-local-and-be-rewarded/ The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pty. Ltd. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions.
15. If for any reason a/the claimant does not take / redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
16. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward of the equal value and/or specification.

17. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
18. 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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 pandemic, 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that entrant invalid.
21. 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.
22. 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 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 reward value to that

stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

23. 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 in the link for each Participating Shopping Centre in Annexure A below. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
24. The Promoter is Colliers International (VIC) Pty Limited, ACN 005 032 940 30/367 Collins St, Melbourne VIC 3000 Telephone: 03 9629 8888 ("**The Promoter**")