

TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER

“ECQ Outlet VIP Sign Up”

PROMOTION

1. Information on how to participate and s form part of these Terms and Conditions. Participation in this “ECQ Outlet VIP Sign Up 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.

HOW TO CLAIM

4. To be eligible to participate, individuals must:

(a) Complete the official online sign-up form; and

(b) Successfully subscribe to the ECQ Outlet VIP database with a valid email address.

(c) Upon successful sign-up, entrants will receive one (1) free gift (while stocks last) to be collected from the Concierge Desk upon presentation of their sign-up confirmation.

5. Subject to availability and any limits set out in these Terms and Conditions, each valid entrant will receive one (1) ECQ Outlet branded water bottle.

6. Gifts are limited to one (1) per person and are available while stocks last.

7. A total of 1,000 gifts are available for this Promotion.

8. Each is valued at \$18.15, with a total pool value of \$18,150.

9. Gifts are not transferable, exchangeable or redeemable for cash.

GENERAL

10. Each individual is only permitted to make one (1) gift 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 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 the equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total value of 1,000 gifts to be provided under this Promotion is up to \$18,150. Gifts, or any unused portion of a gift, 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.

17. 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.

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 a 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 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 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.