

## **TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER**

### **“NSW Family Getaway Competition”**

#### **PROMOTION**

1. Information on how to claim form part of these Terms and Conditions. Participation in this “**Win, NSW Getaway**” Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions.

#### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to Australian residents.

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, 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 9.00am Australian Eastern Daylight Time (“AEST”) on 11 January 2021 August 2020 and ends at 9.00pm (AEST) on 31 January 2021, (“Promotion Period”).

#### **HOW TO ENTER**

5. The Promotion will be conducted at Eastern Creek Quarter (“Participating Centre”)

6. To be eligible to participate in this Promotion and enter the competition, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Download the Eastern Creek Rewards App before or during the Promotion Period. (b) select the NSW Getaway, within “Win tab” (c) Make a purchase in any store and scan the stores QR code, Each scan will give you 10 points (d) once you have earned 50 points you can enter the draw.

#### **GENERAL**

8. Each individual is permitted to enter once only, during the promotional period.

9. The Promoter reserves the right, at any time, to verify the validity of entries (including a claimant’s identity, age and place of residence) and to disqualify any claimant who submits a entry 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.

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. Total value of prizes to be provided under this Promotion is 1 x 4 nights, 5 days for 2 adults and up to 3 children at Holiday Haven White, Huskisson (NSW South Coast), Dinner for the family to the value of \$200 at Stonegrill Huskisson and Family passes to Jamberoo Action Pak for a day. A total prize pool of \$1,300. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prizes have been bought and supplied by Eastern Creek Quarter. Once prize has been claimed there is no return nor refund on the prize or accessories. There is no warranty with the prize and Eastern Creek Quarter takes no liability for any faults or damages to the prize. Any additional charges or fees are directly payable to the supplier.

12. The draw will take place at Eastern Creek Quarter via the "ECQ Rewards App" on Monday 1 February at 10am. The winner will be notified via email. If no contact is made by February 15 at 5pm the prize will be redrawn on February 16 2021.

12. 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.

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

14. 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").

15. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter and (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 offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of an offer .

## **PRIVACY**

16. In order to conduct this Promotion, the Promoter collects personal information about each entrant by the claimant signing up to the Eastern Creek Rewards App, and therefore, agreeing to the App Terms and Conditions of us of personal information. To review the full terms and conditions of the rewards app please go to settings within the app. 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](mailto:marketing@easterncreekquarter.shopping) or by calling the Marketing Manager on (02) 9767 2840. 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.

16. The "Promoter" is Eastern Creek Quarter, 159 Rooty Hill Road South, Eastern Creek, NSW, 2760. ACN 618 676 994. Telephone: 02 9767 2000.