

TERMS AND CONDITIONS FOR EASTERN CREEK QUARTER

“\$10 top up – Dine NSW Voucher”.

PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “\$10 top up Dine NSW Voucher” 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 (“AEDT”) 27 March 2021 and ends at 5pm AEDT on 30 June 2021, or when all 2000 valid claims have been received, whichever occurs first (“Promotion Period”).

HOW TO CLAIM

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

6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Simply redeem their NSW Dine Voucher at eligible retailers at Eastern Creek Quarter (b) Download the “ECQ Rewards App” (c) Scan the special QR Code when making the redemption. It is a condition of claiming the gift that claimants agree to this requirement.

GIFTS

7. Subject to the availability of gifts 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 downloaded via the “ECQ Rewards App in accordance with these Terms and Conditions will receive one (1) Digital gift card valued at \$10, via the ECQ Rewards App for participating tenants. Gifts are limited to one (1) gift, per person, per NSW Dine Voucher.

8. The number of gifts that are available in the Participating Centre is 2000.

9. Terms and Conditions apply to the use of the \$10 Gift Card; refer to Rewards App for details.

GENERAL

10. Each individual is only permitted to make one (1) gift claim, per Dine NSW Voucher 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 (including contacting Participating Retailers) and claimants (including a claimant’s identity, age and place of residence) 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 equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total value of gifts to be provided under this Promotion is up to \$20,000. 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.

18. 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 ("NonExcludable 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 the 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 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.

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

ANNEXURE A

Participating Retailers:

Café and Restaurant retailers who are eligible for the Dine NSW Vouchers.