

SANTA'S SPECIAL DELIVERY CAMPAIGN

TERMS AND CONDITIONS

PART A - INTRODUCTION

1. Information on how to enter the Santa's Special Delivery Campaign (**the Promotion**) form part of these terms and conditions.
2. By entering the Promotion, participants are deemed to have accepted these terms and conditions, which include the Schedule to these terms and conditions.
3. All times stipulated in these terms and conditions refer to New South Wales local time.

PART B - ELIGIBILITY

4. The Promotion is only open to Australian residents aged 14 years and over.
5. Where a participant in the Promotion is under the age of 18:
 - (a) in order to constitute a valid entry, the participant must have the prior consent of their parent or guardian to enter the Promotion;
 - (b) by consenting to the participant entering the Promotion, the participant's parent or guardian is deemed to have accepted these terms and conditions;
 - (c) the participant's parent or guardian may be required to enter into a written agreement evidencing their consent for the participant to enter the Promotion, refusal of which will invalidate the participant's entry into the Promotion; and
 - (d) any prize will be awarded to the participant's nominated parent or guardian on the participant's behalf.
6. The following persons are ineligible to enter the Promotion:
 - (a) employees, contractors and agents of:
 - (i) Charter Hall Holdings Pty Limited (**the Promoter**);
 - (ii) the retail tenants of Bateau Bay Square and
 - (iii) any of the Promoter's agencies that are associated with the Promotion;
 - (b) the retail tenants of Bateau Bay Square, including their directors;
 - (c) the spouse, de facto spouse, parent, step-parent, child, step-child, legal guardian, sibling or step-sibling of a person listed in paragraphs (a) and (b); and
 - (d) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PART C – ENTERING THE PROMOTION

7. To enter the Promotion, eligible persons must, during the promotion period, comply with **Item 1** of the Schedule.
8. The promotion period is specified in **Item 2** of the Schedule.
9. There is a limit of one entry per person.
10. The Promotion is not available in conjunction with any other promotion or offer of the Promoter or any of its related body corporates.
11. Incomplete, indecipherable, or illegible entries will be deemed invalid.

PART D - PRIZES

12. The prize or prizes to be awarded are specified in **Item 3** of the Schedule.

13. If more than one prize is to be awarded in the Promotion, the prizes will be awarded in descending order of value.
14. Only one (1) prize may be awarded per person in the Promotion.
15. The value of the total prize pool is the value specified in **Item 4**.

PART E - GENERAL

16. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
17. Winners will be chosen at random and will be selected on the dates and times specified in **Item 5**. Any winner will be notified by mail using the information provided by the participant, at the discretion of the Promoter, within seven days of the dates specified in **Item 5**.
18. In respect of unclaimed prizes:
 - (a) The Promoter will take all reasonable steps to contact the winner(s) and to preserve the prize until the winner has taken possession of that prize.
 - (b) If after all reasonable steps a winner cannot be located and/or does not take the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
 - (c) Should any prize be unclaimed, the Promoter may hold an unclaimed prize draw to select any further winner(s) on the date and time specified in **Item 6**. Winners of an unclaimed prize draw will be notified within seven days of selection following the unclaimed prize draw.
19. If any prize (or part of any prize) is unavailable due to unforeseeable or other special circumstances, the Promoter in its reasonable discretion reserves the right to substitute the prize (or that part of the prize) with a similar prize of equal or greater value, subject to any written directions from a regulatory authority.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (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.
22. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 entry 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 reserves its legal rights to recover damages or other compensation from such an offender.
23. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason beyond the control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion (acting reasonably), to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

24. The Promoter's decision is final and no correspondence will be entered into.
25. For further information regarding the Promotion, the Promoter may be contacted at the details specified in **Item 7**.

PART F - PRIVACY

26. The Promoter collects personal information about each entrant to conduct the Promotion, and may also disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. [The Promoter may disclose personal information to third party service providers who are located overseas.] If an entrant does not provide personal information, the Promoter will not be able to accept the entry. It is a condition of entry that the entrant agrees to being entered into the database maintained by the Promoter. The entrant hereby consents to the Promoter using the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to withdraw consent, access, update or correct information to the Promoter. Upon the entrant's request, all personal information provided will be removed from the Promoter's database. To make a request an entrant can contact the Promoter at the details specified in Item 7. Personal information will be removed as soon as reasonably possible in accordance with the Privacy Policy and applicable laws. The Privacy Policy which is available at <https://www.charterhall.com.au/privacy-policy> explains more about the types of personal information the Promoter usually collects and how the Promoter handles and stores personal information, as well as how the entrant can request access to and the correction of personal information, how an entrant can complain about the Promoters' handling of personal information, and how the Promoter deals with complaints. All entries remain the property of the Promoter.

PART 6 - LIABILITY

27. The Promoter, its related bodies corporate and any companies associated with this Promotion, accept no responsibility for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a result of or in connection with the prize except for any liability which cannot be excluded by law.
28. The Promoter accepts no responsibility for any tax implications that may arise from or in connection with the prize or the use thereof. It is the responsibility of each customer to seek independent advice on the possible implications this may have on their own financial situation.
29. If for any reason the Promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter, which corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion, then it will be suspended subject to the approval of the gaming authorities, where required.
30. The Promoter reserves the right to disqualify any participant who tampers with the redemption process, and to cancel, terminate, modify or suspend the Promotion subject to the approval of the gaming authorities, where required.
31. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions of redemption and the other terms and conditions hereof shall remain in full force.

Schedule

Item 1 – Entry Process	<p>To enter the Santa’s Special Delivery campaign at participating Charter Hall managed Shopping Centres, customers simply:</p> <p>1) Register their details (name, address, mobile and email) via the Bateau Bay Square website using their smart device such as laptop, mobile or tablet.</p> <p>Participating Charter Hall managed Shopping Centre:</p> <ul style="list-style-type: none"> - Centre: Bateau Bay Square - State: NSW - Website: www.bateaubaysquare.com.au
Item 2 – Promotion Period	<p>Commencement Date: Saturday 20th November 2021 (First day to register to receive Santa’s special delivery)</p> <p>End Date: Saturday 11th December 2021 (last day to collect prize from Bateau Bay Square).</p>
Item 3 – Prizes	<p>200 X \$20 voucher</p> <p>Prize Pool valued at: \$4,00</p>
Item 4 – Prize pool	<p>Total Prize Pool valued at \$4,000</p>
Item 5 – Prize date and time	<p>Winners to be drawn at random on:</p> <p>Friday 26th November 2021</p>
Item 6 – Unclaimed prize draw	<p>N/A</p>
Item 7 – Promoter’s Contact Details	<p>Promoter: Bateau Bay Square, Charter Hall Holdings Pty Ltd</p> <p>Address: 12 Bay Village Road, Bateau Bay NSW 2261</p> <p>ABN: 31 082 991 786</p>