

## **TERMS AND CONDITIONS FOR ED SQUARE TOWN CENTRE**

### **"2025 ED'S WINTERFEST SPEND & WIN COMPETITION"**

1. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this **Ed's Winterfest Spend & Win Promotion ("Promotion")** is deemed acceptance of these Terms and Conditions.

#### **ELIGIBILITY**

2. Entry is only open to Australian residents aged 18 years or over.

3. Employees (and their immediate families) of the Ed.Square Town Centre and Frasers Property Australia and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.

#### **PROMOTION PERIOD**

4. The promotion period commences at **9:00AM AEST on Friday 1<sup>st</sup> August 2025 and ends at 6:00PM AEST on Sunday 24<sup>th</sup> August, 2025.**

#### **HOW TO ENTER**

5. To enter, individuals must spend \$40 or more at a participating retailer in a single transaction ("Game") and enter into the competition draw by completing and submitting the digital form on Ed.Square website.

Participating retailers include: all Ed.Square specialty retailer stores. Promotion excludes COLES, Liquorland and EVENT Cinemas.

\*Purchases of tobacco products and alcoholic beverages are excluded from the qualifying spend.

#### **LIMITS ON ENTRY**

6. Multiple entries are permitted; however, entries must be related to a separate purchase of \$40 or more at a participating retailer. Therefore, a new valid receipt is required to submit a new entry.

#### **CRITERIA FOR JUDGING**

7. This is a game of chance and determining the winner will be based on a random draw. The judging will take place at Ed.Square Town Centre on **Tuesday, 9 September 2025 at 12:00PM AEST.**

8. Ed.Square Town Centre reserves the right to select reserves and record them in order of merit if the person who submitted the original entry that is selected is ineligible or does not claim the prize by 11:59PM AEST on 23 September 2025.

#### **PRIZES**

9. There will be only one winner, with the winner being awarded the following valued at \$1,000:

**A TK Maxx \$1,000 Gift Card.**

TK Maxx Gift Card Terms & Conditions apply – available upon claiming the gift card.

## **WINNER NOTIFICATION**

11. Provisional winners will be notified through email by [marketing@edsquare.shopping](mailto:marketing@edsquare.shopping) on Tuesday 9 September 2025. A provisional winner will only be deemed a winner once verified by the Promoter.

12. The provisional winner notification will request the winner to provide Ed.Square Town Centre with the receipt of qualifying purchase, showing spend of \$40 or more at a participating retailer. Provisional winners are required to provide their receipt by 11:59PM AEST on 23 September 2025.

13. Once a provisional winner has been verified by the Promoter, their prize will be available for redemption at Ed.Square Centre Management Office and must be utilised in before the gift card expiry date.

## **GENERAL**

14. Incomplete or indecipherable entries will be deemed invalid.

15. 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.

16. If for any reason a winner does not take/redeem a prize by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.

17. Total prize pool value in NSW is \$1,000.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.

19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.

20. 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's legal rights to recover damages or other compensation from such an offender are reserved.

21. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

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

23. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.

24. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

#### **PRIVACY**

25. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Ed.Square Town Centre 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 entrant and for such other purposes as set out in the Frasers Property Australia Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Frasers Property Australia Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to the Marketing Manager, 52 Soldiers Parade, Edmondson Park, NSW 2176. Information will be removed as soon as reasonably possible in accordance with our Frasers Property Australia Privacy Policy and applicable laws. To view the Frasers Property Australia Privacy Policy, please visit <https://www.frasersproperty.com.au/privacy>. All entries remain the property of the Promoter.

26. The "Promoter" is Ed.Square Town Centre, 52 Soldiers Parade, Edmondson Park, NSW, 2176. ACN 618 676 994. Telephone: 02 9767 283.