

**TERMS AND CONDITIONS FOR ED.SQUARE TOWN CENTRE**  
**“BACK TO SCHOOL SPEND AND GET - BONUS \$20 GIFT CARD”**

**PROMOTION**

1. Information on how to claim gifts form part of these Terms and Conditions. Participation in this “BACK TO SCHOOL SPEND & GET – BONUS \$20 GIFT CARD” 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 Ed.Square Town Centre 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. Customers must be aged 18 years and over to be eligible to receive the gift card.

**PROMOTION PERIOD**

4. This Promotion commences at 9:00am Australian Eastern Daylight Time (“AEDT”) 22 January 2024 and ends at 4:00pm AEDT on 29 January 2024, or when all 500 valid claims have been received, whichever occurs first (“Promotion Period”).

**HOW TO CLAIM**

5. The Promotion will be conducted at Ed.Square Town Centre (“Participating Centre”)

6. To be eligible to participate in this Promotion and claim a Gift Card, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Spend \$30 or more on any single day during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction (“Qualifying Spend”). (b) Present their original receipt/s to the promotion desk located next to What’s Cooking on the ground floor of the centre to qualify. Receipts must be presented on the same day of purchase, or latest 24 hours after the purchase to be eligible. Receipts will be stamped upon presentation. (c) Receipts presented later than 24 hours after purchase will not qualify for the Gift Card. (d) Customers must also complete the short entry form to redeem their Gift Card.

7. Valid spend must be in one transaction on the same day.

**GIFTS**

8. 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 submitted via the presentation of valid receipt/s in accordance with these Terms and Conditions will receive one (1) Ed.Square Town Centre Gift Card valued at \$20, valid at participating retailers. Gifts are limited to one (1) gift card, per person, per day. If a family presents eligible receipts during their visit, one (1) \$20 Ed.Square Town Centre Gift Card per family will be issued.

9. The number of gifts that are available in the Participating Centre is 500.

10. Terms and Conditions apply to the use of the \$20 Ed.Square Town Centre Gift Card; refer to Gift Card for details.

11. Gift Cards have been activated ready for immediate use. Please refer to the back of the Gift Card for correct contact details to assist with any card activation or transaction issues.
12. Gift Cards are valid until the Expiry Date listed on the card. Any remaining value will be forfeited after this time.

#### **GENERAL**

13. Each individual or family is only permitted to make one (1) gift claim per day 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.
14. 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.
15. 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.
16. 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.
17. Total value of gifts to be provided under this Promotion is up to \$10,000. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
19. The Promoter's decision is final, and no correspondence will be entered.
20. 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.
21. 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**

22. 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 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 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@edsquare.shopping](mailto:marketing@edsquare.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 Ed.Square Town Centre, 52 Soldiers Parade, Edmondson Park, NSW, 2176. ACN 618 676 994. Telephone: 02 9767 2830.

## **ANNEXURE A**

Customers must spend \$30 or more in any single day at any participating retailer listed below, to redeem their \$20 Ed.Square Town Centre Gift Card. Eligible value must be in one transaction on the same day.

Participating Retailers at Ed.Square Town Centre include:

### **Back to School**

Chemistworks, Duke Store, Educo Tutoring, Eye Concepts, Grooming Alchemist, Amelia Jacobs, Colour Loft, Just Sport, Mancave Barbershop, Medispecs, Quickfit Alterations, Ziggy's Dry Cleaners, City Chic, Smart Kingdom, Flashh Menswear, What's Cooking, Ed.Square Dental, Kwerki Kulture and Well-Healed Shoes.