

TERMS AND CONDITIONS FOR ED.SQUARE TOWN CENTRE

Winterfest Competition

ELIGIBILITY

1. Subject to condition 2, this Promotion is only open to Australian residents.
2. The following are ineligible: (i) employees of Ed.Square Town Centre or any of the tenants or retailers or their staff at Ed.Square Town Centre or any of Ed.Square Town Centre'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 Ed.Square Town Centre has previously notified is not permitted to enter Ed.Square Town Centre's promotions.

PROMOTION PERIOD

3. This Promotion commences at 5.00pm Australian Eastern Daylight Time ("AEST") on 1 August 2022 and ends at 8.00pm (AEST) on 31 August 2022, ("Promotion Period").

HOW TO ENTER

4. To be eligible to participate in this Promotion and enter the competition, eligible individuals must, during the Promotion Period, undertake the following steps: (a) Take a photo at the Infinity Blade installation at Ed.Square Town Centre, during Ed.'s Winterfest dedicated campaign period. (b) Share their photo via Facebook or Instagram with the hashtag #EdsWinterfest. (c) Tag Ed.Square Town Centre in the post to ensure the entry is seen. Profile must be on public to enter. (d) follow the Ed.Square Town Centre Facebook or Instagram pages.

GENERAL

5. If the Winner is under the age of 18 years, they must have consent from their parent or legal guardian (which Ed.Square Town Centre may request in writing).
6. Each individual is permitted to enter more than once, during the promotional period.
7. Ed.Square Town Centre 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 an entry that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by Ed.Square Town Centre to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. If there is a dispute as to the identity of a claimant, Ed.Square Town Centre reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Total value of the Week 1 prize to be provided under this Promotion is a meal for the winner and 4 friends to the total value of \$500. The winner may select any Ed.Square Town Centre dining retailer and the prize must be redeemed by 31 August 2022. A total prize pool of \$500. Any meal costs incurred over the allocated prize value is to be covered by the winner. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
10. The Judging will be conducted by the Ed.Square Town Centre Marketing Team. The judge's decision in relation to any aspect of this promotion is final and binding on each person who enters this promotion. This is a game of skill and chance plays no part in determining the winners. The Judging will take place at Ed.Square Town Centre on Monday 8 August 2022 at 11am. The winner will be

notified via Facebook or Instagram direct message and an email address will be requested. If no contact is made by 10 August 2022 at 11am the prize will be redrawn on 10 August, 2022.

11. The Eligible Entrant who meets all relevant entry criteria, as determined by the judges in their sole discretion, will win a Prize (Winner).

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 Ed.Square Town Centre, including but not limited to technical difficulties, unauthorised intervention or fraud, Ed.Square Town Centre 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. 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”).

14. Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, Ed.Square Town Centre 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 Ed.Square Town Centre’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 Ed.Square Town Centre or not) due to any reason beyond the reasonable control of Ed.Square Town Centre; (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

15. In order to conduct this Promotion, Ed.Square Town Centre collects personal information about each entrant by the claimant signing up to the Ed.Square Rewards Email Database. 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 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 Ed.Square Town Centre.