

BARKLY SQUARE – TOTE GIFT WITH PURCHASE

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, the Participating Centre (as defined below) and agencies associated with this offer are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Offer commences at Barkly Square (“**Participating Centre**”) at 11:00am and closes at 3:00pm each day of the Offer Period (as defined below) or once 350 valid claims have been received, whichever is first to occur. The offer is only available in the Participating Centre between 28/09/2024 and 02/10/2024 (“**Offer Period**”). All times are VIC local time.
5. To claim a reward, eligible individuals must complete the following steps during the Offer Period:
 - Spend \$40 or more at any Specialty Store in the Participating Centre (see list of Specialty Stores below) in any single day of the Offer Period (“**Qualifying Spend**”). For clarity, the Qualifying Spend must be made in a no more than two (2) transactions;
 - Upon making a Qualifying Spend (and subject to availability), claimants need to present proof of purchase (valid receipt/s) at the Promoter’s Activation Booth, located outside of Woolworths Supermarket in Barkly Square Shopping Centre between 11am and 3pm on the same day the Qualifying Spend was made. Staff at the Promoter’s Activation Booth will stamp receipts to confirm that they are valid and have been used for the purposes of this offer.
6. Claimants acknowledge that by submitting a claim in accordance with the above they agree to receive marketing communications from the Promoter and the Promoter using their details in accordance with clause 23 and the Promoter’s Privacy Policy.
7. Only one (1) claim is permitted per person per day.
8. Claimants must retain a copy of their purchase receipt for their claim as proof of purchase. Failure to produce the proof of purchase for a claim when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant’s claim and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Offer Period.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. 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.

10. Incomplete or indecipherable claims will be deemed invalid.
11. Offer is strictly limited to the first 350 valid claims received during the Offer Period.
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. The Promoter's decision is final and no correspondence will be entered into.
14. The first 350 valid claims received during the Offer Period will each be awarded a locally designed tote bag that they can then choose to have personalised at the live embroidery station available at the Promoter's activation Booth. Each tote bag is valued at \$50. Personalisation is subject to the approval of the Promoter and any inappropriate requests will be rejected at the Promoter's absolute discretion
15. In addition to the above, some tote bags may contain additional items such as samples and vouchers. One (1) tote bag will contain an instant prize of a \$100 Barkly Square digital gift card.
16. Any ancillary costs associated with redeeming a voucher or gift card **is** not included. Any unused balance of a voucher or gift card will not be awarded as cash. Redemption of a voucher or gift card is subject to any terms and conditions of the issuer including those specified on a voucher or gift card
17. If for any reason a/the claimant does not take / redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
18. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
19. Rewards are not transferable or exchangeable and cannot be taken as cash.
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this offer 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 pandemic, 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) to modify, suspend, terminate or cancel the offer, as appropriate.

22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act 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 offer.
23. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI outside of Australia, see the Privacy Policy for more details.
25. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11/8 Exhibition St, Melbourne VIC 3000.

Specialty Retailers:

-
- | | | |
|---------------------------|-------------------------------|--|
| • Alamarah Barbers | • EB Games & Zing Pop Culture | • Glamour Cut |
| • Bakers Delight | • Espresso Bar | • Gong Cha Bubble Tea & Hot Star Chicken |
| • Barkly Hot Jam Donuts | • Brunswick | • Hollywood Nails |
| • Big Bowl Kitchen | • Evita Jewellery | • House |
| • Boost Juice | • Flight Centre | • JB Hi-Fi |
| • Clear Skincare | • Gangemi Fruit & Vegetables | • Lord of the Fries |
| • Condello's Shoe Repairs | | |

- Lotus Chinese Massage
- Lunar Mart
- McDonalds
- Meatwell
- Mycar Tyre & Auto Service
- OPSM

- Optus (purchase of handsets & accessories only)
- Pokero
- Priceline
- Pure Poultry
- Rex Espresso
- Roll'd
- Schnitz
- Seafood Paradise

- Smart Station
- Specsavers
- Sushi Sushi
- Telstra (purchase of handsets & accessories only)
- The Beauty & Brow Parlour
- Tokutokuya Japan
- Zambrero