

**Melbourne Central – FOMO Cruella x RMIT Treat with Purchase Terms & Conditions ("Conditions of Claim")**

<b>Schedule</b>											
<b>Promotion:</b>	Cupcake treat with spend over \$30 at Melbourne Central retailers on Fri 9 July 2021										
<b>Promoter:</b>	GPT Management Holdings Limited ABN 67 113 510 188, 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia. Ph: 9922 1100										
<b>Shopping Centre:</b>	Melbourne Central, Cnr La Trobe St &, Swanston St, Melbourne VIC 3000										
<b>Promotional Period:</b>	<b>Start date: 9/7/21</b> at 12pm AEST <b>End date: 9/7/21</b> at 4pm AEST										
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) spend at least \$30.00 in any number of transactions ("Qualifying Spend") on any goods or services (other than Excluded Items) at any stores within Melbourne Central, excluding Coles Express, Liquorland and 7-Eleven on day of Promotion</p> <p>b) visit the Treat promotion stand on Level 2 outside the Cruella exhibition, and present their original receipt/s for the Qualifying Spend to a staff member at the Treat promotion stand;</p> <p>Excluded Items: The following products or services (including vouchers relating to such products or services) will not be eligible to purchase for entry: gift cards, liquor or tobacco products, weapons of any kind, cosmetic or surgical procedures.</p> <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt/s for the Qualifying Spend. All Qualifying purchases must be from day of promotion eg Friday 9<sup>th</sup> July only</p> <p>Entrants may enter once per day in the Promotion period.</p> <p>If an entrant is found to disrupt the peaceful implementation of the promotion, including if they are rude or abusive to any staff member manning the promotion or to other person/s in line for promotion, they may be asked to leave and will forfeit their right to any prize/s.</p>										
<b>Entries permitted:</b>	Only one (1) eligible entry per person will be accepted per day of Promotion. One (1) receipt per entry, however multiple unique receipts can be used to meet \$30 minimum spend. By completing the entry method, the entrant will receive one (1) entry.										
<b>Total Prize Pool:</b>	AUD \$825										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>Prize: single serve Cupcake (while stocks last)</td> <td align="center">150 total</td> <td align="center">\$5.50</td> <td align="center">Instant Win</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	Prize: single serve Cupcake (while stocks last)	150 total	\$5.50	Instant Win
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated

companies and agencies are not eligible to enter. "Immediate family member" 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.

5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. Entrants must keep their proof of purchase specified in the How to Enter section for their entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for their entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's entry and the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.gpt.com.au/privacy-policy](http://www.gpt.com.au/privacy-policy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights

under any applicable law including the Competition and Consumer Act 2010 (Cth).

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.