

SUNSHINE PLAZA BLACK FRIDAY SPIN TO WIN GIVEAWAY TERMS & CONDITIONS

Terms and Conditions

1. The Promoter is Lendlease Property Management (Australia) Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is 1800 233 066.
2. Only parents or guardians with children aged 5 and above (**Participant**) are eligible for the promotion.
3. The following person(s) are ineligible to enter the Competition:
 - (a) employees of:
 - (i) any retailer within Sunshine Plaza;
 - (ii) the Promoter; and
 - (iii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors; or
 - (b) members of the Immediate Families of the employees referred to at paragraph 3a.

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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 first cousin.
4. The Promotion commences and Free Gifts are available from Friday 25 November 2022 until the Sunday 27 November, 10am to 2:00pm daily, or until stock allocation has been exhausted. There is a limit of 850 free gifts per day, 2,550 in total, or an entry to Sunshine Plaza's Black Friday \$500 Shopping Spree Giveaway. Black Friday \$500 Shopping Spree Giveaway terms and conditions apply. Refer to paragraph 13.
5. The gift is selected at random by spinning the wheel at one of the two Spin to Win Giveaway Carts. The Promoter will make available at each cart 450 treats, consisting of a variety of sweet and sour goodie bags, and entry forms to the Black Friday \$500 Shopping Spree Giveaway. Once Gathering Events staff has dispersed all 2,550 treats, the promotion will end (**Promotion Period**).
6. The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on www.sunshineplaza.com. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
7. The 'Free Gift' is a sweet treat, sour treat, or an entry to a \$500 Shopping Spree (**Free Gift**).
8. To enter the participant must follow @SunshinePlazaOfficial Instagram account, @Sunshine Plaza Facebook account or sign up to the Sunshine Plaza newsletter housed on the sunshineplaza.com website. The customer must present proof to a Gathering Event staff member at one of the two cart locations:
 - (a) Spin to Win Giveaway Cart 1, located ground floor opposite Juice Bar.
 - (b) Spin to Win Giveaway Cart 2, located level 1 opposite Nude Lucy and Dotti.
9. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion:
 - (a) within the Promotion Period;
 - (b) in the strict manner specified on the entry form for the Promotion in paragraph 8.
10. Only one Free Gift is permitted to be collected by a Participant during the Promotion Period.
11. The Free Gift is not redeemable for cash.
12. The Free Gift is personal to the participant. It cannot be transferred, exchanged or otherwise dealt with.
13. The Black Friday \$500 Shopping Spree winner will be drawn at the Centre Management Office, Sunshine Plaza on Monday 28 November 2022.
 - (a) The Promoter will send the winner a private message via the winner's email by 5:30pm Monday 28 November 2022.
 - (b) The judge's decision is final and no correspondence will be entered into.
 - (c) The Prize is not redeemable for cash. The Prize is personal to the winner. It cannot be transferred, exchanged, or otherwise dealt with.

- (d) The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
 - (e) The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
 - (f) Prizes must be collected from the Customer Service Desk at Sunshine Plaza by no later than Monday 31 December 2022. If the winner is under the age of 16 years, the winner's parent or guardian must accompany the winner in order to collect the Prize and the Prize will be awarded to the winner's parent or guardian.
14. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Free Gifts once they are claimed.
 15. The Promoter reserves the right to refuse this offer to any person and reserves the right to request Participants to provide proof of age and identity and eligibility to participate in the Promotion. In the event that a participant cannot provide suitable proof, the participant will forfeit the Free Gift in whole and no substitute will be offered.
 16. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
 17. As a condition of accepting a Free Gift, the participant (or the participant's parent or guardian), and any other person(s) sharing the Free Gift with the participant, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a gift to the extent the Free Gift is or includes a recreational service or activity.
 18. The Promoter may cancel the Promotion and not award the Free Gift(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Free Gift(s). Should the Promoter cancel the Promotion the Promoter will:
 - (a) advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at on www.sunshineplaza.com;
 - (b) promptly destroy all entries received; and
 - (c) not use the personal information that any Participant has provided on the entry form.
 19. All gifts are accepted entirely at the risk of the Participant, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any gift with a gift of equal or greater value (including where the gift is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their gift and/or any element of the gift as stated.
 20. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
 21. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. The Participant irrevocably releases Facebook and Instagram from any liability arising out of or in connection with this Promotion.