

TERMS AND CONDITIONS – Southgate Shopping Centre, Sylvania

SCHEDULE	
Item 1: Promotion Name	Southgate Shopping Centre, Sylvania ‘School Rewards’
Item 2: Promoter	Promoter: Southgate Shopping Centre, Sylvania ABN 28 064 041 283 Southgate Shopping Centre, Corner Princes Highway and Port Hacking Road, Sylvania NSW 2224 (02) 9522 8400
Item 3: Participating Retailers	AMF Bowling, Baker’s Delight, Bar Espresso, Best Fresh, Bottom’s Up Surf, Chicken George, Coles, Crossroads, Cut Price Deli, Dimensions, Donut King, Flight Centre, Flower of Sylvania, Fresh Beauty, Gloria Jeans, Healthy Fillings Sandwiches, Healthy Life, Helen Louise Salons, Just Cuts, Kenny’s Kebabs, Kmart, Karlas, Koon Hong, Lee Massage & Acupuncture, Male Perfection, Michael Hill Jeweller, Millers Fashion Club, Mr Minit, Muffin Break, Noni B, One Stop Phone Shop, Optometrist Sylvania, Pavement Café, Pearl Nails, Pontifex Jewellers, Poseidon’s Harvest, Southgate Newsagency, Southgate Pharmacy, Stapleton’s Quality Meats, Specsavers, Sportsgirl, Strandbags, Sushi Sho, Sussan, Suzanne Grae, Sylvania Travel & Cruise, Telstra, Trinity Clothing, Wendy’s, W-Lane, Woolworths, Pearl Nails, Yes Optus

PROMOTIONAL PERIOD

Promotion commences at 9:00am (AEST) on Monday 28 August 2017. Entries close at 5:00pm on Sunday 8 October 2017.

ENTRY DETAILS

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these conditions of entry.
2. Entry is open to Australian residents aged 18 years or older. Employees of the Promoter and their immediate families and retailers within Southgate Shopping Centre, Sylvania and the retailers’ employees and their immediate families are ineligible to enter the Customer Prize.
3. Customers may enter by making a purchase at any participating retailer at Southgate Shopping Centre, Sylvania during the promotion period and donate their receipts to the participating Schools.
4. Customers visit www.southgateschoolrewards.com.au and sign up as a member of ‘School Rewards’.

5. Once registered customers can upload their receipts and allocate the dollars spent to the participating school of their choice. Customers will earn one (1) point per one dollar (\$1) spent and each participating school will earn points for dollars donated in proportion to the schools' group size.
6. Receipts must be from a participating retailer at Southgate Shopping Centre, Sylvania.
7. Receipts must be dated within the Promotional Period to be valid.
8. Staff and retailers of Southgate Shopping Centre, Sylvania and their families are eligible to donate to participating schools, but they must not submit a receipt from their place of work.
9. Staff and retailers of Southgate Shopping Centre, Sylvania and their families are eligible to enter the Customer Prize, but they must not submit a receipt from their place of work.
10. Receipts are invalid if illegible, forged, mutilated, copied or tampered with in any way.
11. Receipts will be validated by the centre staff once entered into the tally
12. Any receipts uploaded to www.southgateschoolrewards.com.au will be moderated by staff prior to points being allocated. Please allow 72 hours for points to be allocated.
13. Soliciting for receipts from customers within the centre and surrounding areas is prohibited.
14. All 'School Rewards' members will be entered into the Customer Prize draw.
15. Receipts from bill payments such as the payment of credit card bills, ATM or bank transactions, bank fees and charges, service bills (such as gas, electricity, rates and phone bills), cash advances/withdrawals, account charges, government fees and interest charges are not accepted as part of the campaign.
16. Receipts from tobacco, fuel, lotto and TAB will not be accepted.
17. Receipts from travel purchases over \$1,000, transaction receipts, medical service expenses, gift voucher purchases, tobacco purchases, lottery transactions, business purchases over \$5,000 and lay-by payments, except for the total amount (upon completion) are not accepted as part of the campaign.
18. The maximum amount per receipt during the promotional period is \$1,000.
19. The winning schools must provide suitable identification to the Promoters' satisfaction to be entitled to claim the prize.
20. Customers can upload or validate each individual receipt once during the promotional period.
21. Entries are unlimited during the Promotional Period.
22. The allocation of bonus point days or activities throughout the promotional period is at the discretion of the promoters.

CUSTOMER COMPETITION DRAW DETAILS

23. There is one Customer Prizes to be won during the promotion period.
24. Customers will receive an entry for every receipt submitted in the draw.
25. One participant will be drawn at the end of the campaign from all customers who register and submit receipts during the campaign period to win a \$500 Southgate Shopping Centre, Sylvania Gift Card awarded at the promoters' discretion.
26. The winner will be drawn from a random electronic draw at 11am on Monday 9 October 2017 at the Centre Management Office.
27. Total customer prize pool is valued at \$500
28. The winner will be notified via phone and email.
29. The winner will be announced on Southgate Shopping Centre, Sylvania website www.southgatesylvania.com.au
30. The Promoter's decision is final and no other correspondence will be entered into.
31. Any prizes unclaimed by Tuesday 9 January, 2018 will be redrawn by The Promoter at the same place as the original draw.
32. The prize is not redeemable for cash nor is it transferrable. Lost gift cards are not replaceable.

SCHOOL COMPETITION DRAW AND PRIZE DETAILS

33. There will be eight (8) prizes to be won by the schools.
34. The schools will be judged by the most points collected during the Promotional Period, per the quantity of pupils registered at the school. The prizes to be awarded are:
 - First Prize: \$3,000
 - Second Prize: \$2,000
 - Third Prize: \$1,000
 - Fourth Prize: \$750
 - Fifth Prize: \$750
35. Total schools prize pool valued: \$7,500.00
36. The winning schools will be announced on Wednesday 11 October 2017.
37. The Promoter assumes no responsibility for additional costs borne by the winners including but not limited to: merchant service fees or credit card surcharges.
38. Prizes will be awarded to the winning schools in the form of a cheque. The cheque is not transferable and will be made out to the name of the school in full at the end of the promotion. A tax invoice may be required from the school in order to arrange payment.

39. If the prize or benefits are subject to any tax, the Winning Schools are liable for payment of such tax. Independent financial advice should be sought. The winning schools will be contacted by phone by Wednesday 11 October 2017 and will also be notified in writing thereafter.
40. The winning schools will be announced on Southgate Shopping Centre, Sylvania website www.southgatesylvania.com.au
41. The final ranking of each school tier will be determined by the school's overall participation in the Promotion. The total number of points tallied will be divided by the number of pupils registered at the school to establish a participation percentage. In the event that two schools have earned the same amount of total points per pupil, the prize pool will be added together and divided between the two (2) schools.

Privacy and Collection Notice

The personal information you provide to us will be retained only for as long as necessary to fulfil the purposes for which the information was collected or as required by law. We do not share personal information with third parties except as necessary to carry out our business or your request or as required by law or other legal processes. Southgate Shopping Centre, Sylvania will never sell your personal information. Southgate Shopping Centre, Sylvania complies with the National Privacy Act.

Southgate Shopping Centre, Sylvania recognises its responsibility for protecting the online privacy of your personal information. If you have any questions or comments about our administration of your personal information, or would like to opt out of receiving any marketing material from us, please contact us on www.southgatesylvania.com.au. You may also use this address to communicate any concerns you may have regarding compliance with this privacy policy.

This privacy policy sets out the approach which Southgate Shopping Centre, Sylvania will take in relation to the treatment of personal information. It includes information on how Southgate Shopping Centre, Sylvania collects, uses, discloses and keeps secure, individuals' personal information. This policy has been drafted having regard to Southgate Shopping Centre, Sylvania's obligations under the Privacy Act 1988 (including the new National Privacy Principles) (the Privacy Act). This policy is a public document and has been prepared in light of National Privacy Principle 5, Openness.

1. Collection

- 1.1. Southgate Shopping Centre, Sylvania will only collect personal information where the information is necessary for Southgate Shopping Centre, Sylvania to perform one or more of its functions or activities. In this context, "collect" means gather, acquire or obtain by any means, information in circumstances where the individual is identifiable or identified.
- 1.2. Southgate Shopping Centre, Sylvania collects personal information primarily to supply customers with the information and services from it and its related companies. Southgate Shopping Centre, Sylvania also collects and uses personal information for secondary purposes including to provide individuals with information about promotions, as well as the products and services of Southgate Shopping Centre, Sylvania affiliated companies and other organisations.
- 1.3. Southgate Shopping Centre, Sylvania will not collect sensitive information from individuals except with consent and only where it is necessary for Southgate Shopping Centre, Sylvania to collect such information for an activity or function.
- 1.4. Southgate Shopping Centre, Sylvania will not collect personal information secretly or in an underhanded way.

2. Use

- 2.1. Southgate Shopping Centre, Sylvania will obtain an individual's consent for use of non-sensitive personal information for secondary purposes at the time of collection, unless the use is a related secondary purpose which would be within the relevant individual's reasonable expectations.
- 2.2. Southgate Shopping Centre, Sylvania uses personal information primarily for the purposes listed

in 1.2 above.

2.3. If Southgate Shopping Centre, Sylvania relies on the direct marketing exception to direct market to individuals it will ensure that the individual is clearly notified of their right to opt out from further direct marketing, there is only one use of the information before the opt out right is given and this use applies across all Southgate Shopping Centre, Sylvania related entities, if the information is shared between those related entities. The individual is also given an opt out in all further instances of direct marketing if they have not previously chosen to opt out and if the individual opts out of all direct marketing the opt out will be respected by Southgate Shopping Centre, Sylvania and all its related entities.

2.4. Southgate Shopping Centre, Sylvania will not use sensitive information for direct marketing.

2.5. Southgate Shopping Centre, Sylvania may use personal information to avoid an imminent threat to a person's life or to public safety. It may also use personal information for reasons related to law enforcement or internal investigations into unlawful activities.

2.6. Southgate Shopping Centre, Sylvania will not use personal information without taking reasonable steps to ensure that the information is accurate, complete and up to date.

3. Disclosure

3.1. Southgate Shopping Centre, Sylvania may disclose personal information to related or unrelated third parties if consent has been obtained from the individual.

3.2. Southgate Shopping Centre, Sylvania may disclose personal information between related entities. Where information is disclosed to such a related entity that related entity is bound by the original primary purpose for which the information was collected.

3.3. Southgate Shopping Centre, Sylvania may disclose personal information to unrelated third parties to enable outsourcing of functions (such customer relations management), where there is disclosure or use for a related secondary purpose and has been notified to individuals or where such disclosure is within the individual's reasonable expectations.

3.4. Southgate Shopping Centre, Sylvania will take reasonable steps to ensure that its contracts with third parties include requirements for third parties to comply with the use and disclosure requirements of the Privacy Act.

3.5. Southgate Shopping Centre, Sylvania may disclose personal information to law enforcement agencies, government agencies, courts or external advisers where permitted or required by law.

3.6. If a disclosure is not for a primary purpose; is not for a related secondary purpose; or upfront consent has not been obtained. Southgate Shopping Centre, Sylvania will not disclose personal information otherwise than in accordance with the exceptions set out at 3.1 to 3.5 above.

3.7. Southgate Shopping Centre, Sylvania does not generally sell or share its customer lists on a commercial basis with third parties but if it did, it would only do so if we had the appropriate consent of the individual involved. If the consent provided is conditional, Southgate Shopping Centre, Sylvania will take steps to ensure (by contract) that the use of its customer list by third parties does not exceed the scope of the consent.

4. Information quality

4.1. Southgate Shopping Centre, Sylvania will review, on a regular and ongoing basis, its collection and storage practices to ascertain how improvements to accuracy can be achieved.

4.2. Southgate Shopping Centre, Sylvania will take steps to destroy or de-identify personal information after as short a time as possible and after a maximum of seven years from the date of the last customer interaction, unless the law requires otherwise.

5. Information security

5.1. Southgate Shopping Centre, Sylvania and related entities requires employees and contractors to perform their duties in a manner that is consistent with Southgate Shopping Centre, Sylvania legal responsibilities in relation to privacy.

5.2. Southgate Shopping Centre, Sylvania will take all reasonable steps to ensure that paper and electronic records containing personal information are stored in facilities that are only accessible by people within Southgate Shopping Centre, Sylvania who have a genuine "need to know" as well as

“right to know”.

5.3. Southgate Shopping Centre, Sylvania will review, on a regular and ongoing basis, its information security practices to ascertain how ongoing responsibilities can be achieved and maintained.

6. Access and correction

6.1. Southgate Shopping Centre, Sylvania will allow its records containing personal information to be accessed by the individual concerned in accordance with the Privacy Act.

6.2. Southgate Shopping Centre, Sylvania will correct its records containing personal information as soon as practically possible, at the request of the individual concerned in accordance with the Privacy Act.

6.3. Individuals wishing to lodge a request to access and / or correct their personal information should do so by contacting Southgate Shopping Centre, Sylvania Centre Management, as per the details on the Southgate Shopping Centre, Sylvania website.

6.4. Southgate Shopping Centre, Sylvania can charge a fee for processing an access request but will generally not do so unless the request is complex or is resource intensive.

7. Openness

7.1. Southgate Shopping Centre, Sylvania Centre Management will be the first point of contact for inquiries about privacy issues. Individuals wishing to make an inquiry or complaint regarding privacy should do so by contacting Southgate Shopping Centre, Sylvania Centre Management, as per the details on the Southgate Shopping Centre, Sylvania website.

7.2. Southgate Shopping Centre, Sylvania websites will contain a prominently displayed privacy statement and will include a copy of this Southgate Shopping Centre, Sylvania privacy policy.

8. Anonymous transactions

8.1. Southgate Shopping Centre, Sylvania will not make it mandatory for visitors to its website to provide personal information unless such personal information is required to answer an inquiry or provide a service. Southgate Shopping Centre, Sylvania may however request visitors to provide personal information voluntarily to Southgate Shopping Centre, Sylvania (for example, as part of a competition or questionnaire).

9. Transferring personal information overseas

9.1. Southgate Shopping Centre, Sylvania will take reasonable steps to limit the amount of personal information it sends to unrelated organisations overseas.

9.2. If personal information must be sent by Southgate Shopping Centre, Sylvania overseas for sound business reasons, Southgate Shopping Centre, Sylvania will require the overseas organisation receiving the information to provide a binding undertaking that it will handle that information in accordance with the National Privacy Principles, preferably as part of the services contract.

10. Glossary

- a Collection information means the information outlined in 1.2 notified to individuals prior to, or as soon as practical after, the collection of their personal information.
- b Direct marketing means the marketing of goods or services through means of communication including written, verbal or electronic means. The goods or services which are marketed may be those of Southgate Shopping Centre, Sylvania or a related body corporate or those of an independent third-party organisation.
- c Disclosure generally means the release of information outside Southgate Shopping Centre, Sylvania, including under a contract to carry out an “outsourced function”.
- d Opt out means an individual’s expressed request not to receive further direct marketing.
- e Southgate Shopping Centre, Sylvania means ISPT Southgate Shopping Centre, Sylvania Trust, ABN 28 064 041 283 Corner Princes Highway and Port Hacking Road, Sylvania NSW 2224.
- f Personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained from the information or

opinion.

g Primary purpose is the dominant or fundamental reason for information being collected in a particular transaction.

h Reasonable expectation means a reasonable individual's expectation that their personal information might be used or disclosed for the particular purpose.

i Related Entities means Southgate Shopping Centre, Sylvania, all associated companies, advisors and agencies and all those entities' personnel.

j Sensitive information means information or an opinion about an individual's: racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record; that is also personal information or health information about an individual.

k Use means the handling of personal information within Southgate Shopping Centre, Sylvania.

Publicity materials

By entering into this Promotion, entrants accept that their name will be made public. A picture, along with the winner's name, may be requested for use on the Southgate Shopping Centre, Sylvania Facebook page and website.

Release and indemnity

1. The Promoter accepts no responsibility for the prize once they have been collected by the winner.
2. The Promoter accepts no responsibility for lost, late or illegible receipts.

The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

Termination of Promotion

The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

Decisions final

1. The Promoter, at its sole discretion, may accept entries with errors and omissions.
2. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
3. The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.

The Promoter is ISPT Pty Ltd (ABN 28 064 041 283), trading as Southgate Shopping Centre NSW (ABN 37 002 851 925), 124 Princes Highway Sylvania NSW 2224, Phone (02) 9522 8400.

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