



## FREE HERB SAVER WHEN YOU SPEND \$20 OR MORE IN ONE DAY

### TERMS & CONDITIONS

1. The Promotion is promoted by CBRE (**Promoter**), acting as the managing agent of ISPT Southgate Sylvania Shopping Centre Trust, ABN 11 113 009 273, T/A Southgate Sylvania Cnr Princes Hwy & Port Hacking Road, Sylvania NSW 2224 (Southgate Sylvania).
2. By participating in the 'Southgate Sylvania Free Gift With \$20 Purchase – Herb Saver (**Promotion**) entrants agree to be bound by these terms and conditions and any future terms and conditions or alterations to these terms and conditions.
3. The Promotion period commences at 10am on Tuesday 25 March and closes at 3pm Saturday 29 March 2025 or such earlier time that all Herb Savers have been redeemed. (**Promotion Period**). The Promotion will be conducted at Southgate Sylvania, Cnr Princes Hwy & Port Hacking Road, Sylvania NSW 2224 (Southgate Sylvania). Entries received outside the Promotion period will not be eligible or accepted.

#### The Promotion

4. To enter the promotion, each participant must, during the Promotional Period:
  - a. Spend \$20 or more in one day at any participating specialty retailer. Multiple receipts with the same day spend (between promotional dates) are accepted from participating specialty retailers.
  - b. Present a valid receipt(s) to the staff member at the Promotional Desk located Donut King and Kmart during the following Promotional Desk hours: 10am to 3pm each day, Tuesday 25 March to Saturday 29 May 2025.
  - c. No duplicate receipts accepted.
  - d. To claim a Herb Saver, you are required to provide details including full name, suburb, postcode, email address for the purpose of conducting the promotion.
  - e. Allow the Receipt(s) to be stamped by the staff member thereby deeming it no longer valid for claiming further Herb Saver on that purchased receipt.
  - f. One Herb Saver per customer per day.
  - g. The promotional staff will hand a Herb Saver to eligible customers.

#### Eligibility

5. The following eligibility criteria apply:
  - a. The Promotion is open to residents of NSW, Australia only.
  - b. Entrants must be 18 years of age or older.
  - c. Employees, contractors and agents of the Promoter, Southgate Sylvania and related entities, and their immediate families, are ineligible.
6. Only receipts from participating food retailers at Southgate Sylvania will be eligible to be used to redeem the gift during the promotional period or whilst stocks last:
7. Participating stores:  
Bakers Delight, Chicken George, Del Rio, Donut King, Healthy Fillings, Kenny's Kebab, Kana Sushi, Koon Hong, Muffin Break, Nutrition Boss, Poseidons Harvest, Sharetea, Stapleton's Quality Meats, Sushi Hub, Sweet Grind, The Little Cuppa, Triple Shot.
8. The Promoter reserves the right to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or who has otherwise been fraudulent in the course of the Promotion.
9. The Promoter accepts no responsibility for lost, misplaced, late or misdirected redemptions.
10. If requested by the Promoter, the customer must provide evidence of eligibility to the Promoter.
11. Customers can only redeem one gift, once per day, multiple receipts totalling \$20 or more from participating specialty retailers are accepted with valid dates.

**Free Gifts**

12. There are five hundred (**500 Gifts**) to be collected. They are available on spend of \$20 or more at participating food retailers, excluding majors, Coles, Woolworths & Kmart between Tuesday 25 March and Saturday 29 March between 10am and 3pm each day or until stock is all redeemed, whichever comes first.
13. The Herb Saver is not transferable or exchangeable and cannot be taken as cash.
14. The Promoter's decisions as to free gift recipients are final and no correspondence will be entered into.

**Privacy and use of personal information**

15. In accordance with the Privacy Act (1988) (Cth) the Promoter notifies customers that redemption of Herb Saver involves the collection of personal information about the customer, including full name, suburb, post code and email address. This is collected for the purpose of establishing eligibility and carrying out the Promotion. If the information is not provided, the entrant may not redeem the Herb Saver.
16. Each customer who redeems a Herb Saver consents to the Promoter using their personal information provided for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering.
17. By providing consent, customers agree to join the Southgate Sylvania database and the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.

**Liability and indemnity**

18. To the extent relevant at law the Promoter and its related entities makes no representation or warranty as to the quality, suitability or merchantability of the gift. Except for any liability that cannot be excluded by law, the Promoter (including its 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 any way out of the Promotion, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction.
  - b. a redemption is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter.
  - c. any variation in gift value to that stated in these Terms and Conditions.
  - d. any dispute relating to the eligibility of the entrant to claim or retain title to the gift, as between the entrant personally and the business that employs them or any other person in whose name qualifying purchases have been made; or
  - e. any use or redemption of the gift.
19. Each entrant indemnifies the Promoter and its related entities against all claims, loss, damage, costs and expenses (including legal costs) suffered or incurred by the Promoter as a result of any breach of these Terms and Conditions by the entrant or the entrant's conduct in the Promotion or the use of the prize.