

“SOUTHGATE SYLVANIA FOOD PROMOTION”

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) and agencies associated with this promotion are ineligible to enter. 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. Entries into the promotion open at 10:00am AEST on 15/09/25 and close at 1:00pm AEST on 20/09/25 (“**Promotional Period**”).
5. The “Participating Stores” for this promotion are Bakers Delight, Chargrill Charlies, 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 Growers, The Little Cuppa and Triple Shot located at Southgate Sylvania Shopping Centre.
6. To be eligible to enter, individuals must, in one (1) day, spend \$20.00 or more at any Participating Store during the Promotional Period (“**Qualifying Spend**”). The Qualifying Spend can be made up of multiple transactions across a single day, and multiple purchase receipts are accepted. In the event a purchase receipt is not automatically handed to the entrant at the time a transaction is completed, it is the entrant’s responsibility to request one.
7. This promotion consists of two components:
 - a) The “Instant Win Activation” component; and
 - b) The “Major Draw” component.
8. To enter the Instant Win Activation, individuals must, between 10:00am AEST and 1:00pm AEST each day (“**Activation Period**”):
 - a) Locate the activation desk near Woolworths at Southgate Sylvania Shopping Centre;
 - b) Present their valid receipt(s) to the staff at the activation desk showing the Qualifying Spend and have their valid receipt(s) stamped;
 - c) Scan the QR code at the activation desk, follow the prompts to the entry page, input the requested details, and submit the fully completed entry form; and then
 - d) Upon completing their entry form, the staff at the activation will verify their entry and then instruct the individual to participate in the activation, which will involve selecting one (1) canister and drawing an instant win prize from the canister, subject to the availability of instant prizes each day. Instant prizes will be awarded on the spot. If all instant win prizes run out on a particular day of the promotion, this element of the promotion on that day will end, however, individuals will still be able to enter the Major Draw (defined below).
9. To enter the Major Draw, individuals must either:
 - a) Enter and participate in the Instant Win Activation during the Activation Period by following the steps detailed in clause 8 above; or

- b) Scan the QR code displayed on any promotional material located in Southgate Sylvania Shopping Centre, follow the prompts to the entry form, input the requested details, upload the receipt for the Qualifying Spend and submit the fully completed entry form during the Promotional Period.
10. For the avoidance of doubt, individuals who participate in the Instant Win Activation, as per clause 8 above, will be awarded one (1) entry into the Major Draw.
 11. Multiple entries permitted, subject to the following: (a) only one (1) entry into the Instant Win Activation and one (1) entry into the Major Draw permitted per Qualifying Spend; (b) a maximum of one (1) entry permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
 12. Entrants must retain a copy of their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the product purchased, store of purchase and that the purchase was made during the Promotional Period but prior to entry.
 13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
 14. Incomplete or indecipherable entries will be deemed invalid.
 15. 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.
 16. There will be a total of seven hundred and twenty (720) instant win prizes available to be won during the Activation Period, with one hundred and twenty (120) instant win prizes available to be won each day (see below).
 17. The instant win prizes that are available to be won each day during the Activation Period include:
 - 42 x Shopping Bag valued at \$10 each;
 - 33 x Herb Container valued at \$6 each;
 - 17 x Coffee Cup valued at \$20 each;
 - 1 x \$100 Southgate Digital Gift Voucher;
 - 2 x \$50 Southgate Digital Gift Voucher;
 - 17 x \$10 voucher to be used at Participating Stores; and
 - 8 x \$5 voucher to be used at Participating Stores.
 18. The draw for the Major Prize (defined below) will take place at Anisimoff Legal, Level 3/162 Collins Street, Melbourne VIC 3000 on 22/09/25 at 12:00pm AEST ("**Major Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner of the Major Prize will be notified by email and telephone within seven (7) days of the draw.

19. The Promoter's decision is final and no correspondence will be entered into.
20. The first valid entry drawn will win one (1) \$3,000 Southgate Sylvania Digital Gift Voucher ("**Major Prize**").
21. Any ancillary costs associated with redeeming any voucher are not included in the prize. Any unused balance of a voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
23. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value or specification, subject to any written directions from a regulatory authority.
24. Total prize pool value is up to \$11,208.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. A draw for the Major Prize, if unclaimed, or any instant win prizes that are won but are not claimed, may take place on 22/10/25 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by email and telephone within seven (7) days of the draw.
27. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
28. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
29. If this promotion 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 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

32. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
33. 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 promotion.
34. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) if the activation space is unavailable for any reason beyond the reasonable control of the Promoter; or (g) taking of the prize.
35. The Promoter (CBRE) 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, ISPT Pty Ltd (ISPT), prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter and ISPT will also use and handle PI as set out in their Privacy Policies, which can be viewed <https://www.cbre.com.au/about-us/pacific-privacy-notice> (CBRE) and at <https://ispt.com.au/privacy-policy/> (ISPT). In addition to any use that may be outlined in the Privacy Policies for CBRE and ISPT, they 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 Policies also contain 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 CBRE and ISPT. Unless otherwise indicated by CBRE/ISPT, they may disclose PI to entities outside of Australia (for a list of the countries, see their Privacy Policies), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that CBRE and ISPT are not liable in this regard.
36. The Promoter is CBRE Pty Limited (ABN 57 057 373 574) on behalf of ISPT Pty Ltd (ABN 28 004 582 423) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000, telephone 03 8601 6666 ("**Promoter**").