

**Woodgrove Shopping Centre
Foodlovers Free Dollars Vouchers
Terms and Conditions**

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who makes an Eligible Transaction during the Promotion Period.
3. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
4. Subject to clause 5, an Eligible Person will obtain one Voucher for each Eligible Transaction per day during the Promotion Period.
5. Eligible Persons who make more than 6 Eligible Transactions in one day will be limited to receiving a total of 6 Vouchers for that day.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Stores at any time.

The Promotion

7. The Promotion will be conducted at the Centre during:
 - (a) the Promotion Period; and
 - (b) the Centre's usual trading hours.

Eligibility

8. The Promotion is only open to Eligible Persons.
9. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Vouchers

10. To claim a Voucher an Eligible Person must:
 - (a) have their Eligible Transaction validated at the Customer Service Desk opposite Kmart in the Centre by presenting the original receipt/s or tax invoice/s for the Eligible Transaction for stamping on the same day the Eligible Transaction is made; and
 - (b) present their valid Woodgrove Shopping Centre 2011/2012 Foodlovers Membership Card.
11. Vouchers are not transferable, refundable or exchangeable and cannot be taken as cash.
12. If the Participant is under the age of 18 years, the parent or guardian of the Participant who gave permission for participation in the Promotion will be deemed to be the recipient of the Voucher for the purposes of the Promotion.
13. The Promoter may, but is not obliged to publish the results of the Promotion.
14. The Promoter's decision as to eligibility for a Voucher is final and binding and no correspondence will be entered into in relation to the conduct of the Promotion or otherwise.
15. The Voucher must be redeemed by the expiry date stamped on the Voucher otherwise the Voucher is void.

16. The Promoter will have no responsibility for a Voucher after it is issued to a Participant. Lost or damaged Vouchers will not be replaced by the Promoter.

Other General Terms

17. The Voucher recipient consents to the Centre using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
18. The Promoter Entities shall not be liable (including, without limitation in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to indirect or consequential loss); or
 - (b) any personal injury suffered or sustained, during the course of participating in this Promotion, except for and to the extent that any liability cannot be excluded by law.
19. Each Participant indemnifies and keeps indemnified the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant or the conduct of the Participant in the Promotion.
20. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any Participant; and/or
 - (b) modify, suspend, terminate or cancel the Promotion as appropriate.

Privacy

21. Under the Privacy Act 1998 (Cth), the Promoter must tell Participants when it collects personal information about them and how it plans to use it. If a Participant chooses to take part in the Promotion, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number and email address.
22. The Promoter will collect and use the personal information which the Participant has provided for the following purposes:
 - (a) carrying out the Promotion; and
 - (b) if the Participant has accepted to receive future promotional communications from the Promoter carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about the competitions or promotional events (whether or not undertaken by or about the Promoter or any other person or organisation) and supplying the information to contractors which assist the Promoter to do this.
23. A Participant's personal information may be disclosed to the Victorian Commission for Gambling Regulation upon request.

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24. By entering the Promotion, a Participant consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
25. If a Participant would prefer that the Promoter does not use the Participant's details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on 03 9743 6845.
26. A Participant has the right to access most personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on 03 9743 6845 to ask for access to the Participant's information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
27. If a Participant considers that any information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on 03 9743 6845 and the Promoter will take reasonable steps to ensure that such information is corrected.
28. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).
- "Participant"** means any person who participates in the Promotion.
- "Participating Store"** means Cabbage Patch, Bakers Delight, D&S Quality Meats, Chillired, Lenards, The Deli Grove and Wendy's .
- "Promoter"** means Pacific Echo Pty Ltd ACN 074 053 446 of 533 – 555 High Street, Melton, VIC, 3337 as owner of the Centre.
- "Promoter Entities"** means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.
- "Promotion"** means the opportunity to receive a Voucher in accordance with these Terms and Conditions.
- "Promotion Period"** means the period from 9.00 am on Saturday 1 October 2011 to 4.00 pm on Saturday 30th June 2012.
- "Voucher"** means a Voucher valued at \$1 which can be redeemed at any Participating Store.

Definitions

"Centre" means Woodgrove Shopping Centre.

"Eligible Person" means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) is a current Woodgrove Shopping Centre Foodlovers Member for 2011/2012.

"Eligible Transaction" means an Eligible Person must:

- (a) spend \$10 in one transaction at a Participating Store during the Promotion Period; or
- (b) spend a cumulative total of \$10 in one day at different Participating Stores during the Promotion Period.

For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, subscriptions, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

"Non Eligible Person" means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) - (c); and