

## **“BURWOOD ONE – FRESH FOOD – GIFT WITH PURCHASE CAMPAIGN” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “BURWOOD ONE – FRESH FOOD – GIFT WITH PURCHASE CAMPAIGN” (“**Offer**”) is deemed acceptance of these Terms and Conditions. Offer is not valid in conjunction with any other offer unless specified otherwise.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retailers 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 1<sup>st</sup> cousin.
4. This Offer commences on 29/08/2025 and ends at 2:00PM AEST on 31/08/2025, or whilst the number of gifts lasts, whichever occurs first (“**Offer Period**”). Offer is strictly limited to the first two hundred (200) valid claims received between 10:00am AEST and 2:00pm AEST per day of the Offer Period.
5. To participate in this Offer, an individual must either spend \$30 or more on fresh food in one day at Participating Fresh Food Retailer(s) (defined below) or spend \$100 or more in one day at Participating Supermarket Retailer(s) (defined below) (each a “**Qualifying Transaction**”). For clarity, spend can be accumulated from various Participating Fresh Food Retailers or various Participating Supermarket Retailers respectively. For example, an individual can spend \$10 at Bakers Delight and \$20 at Chen’s Seafood & Butcher to be eligible for one Gift (defined below) or an individual can spend \$50 at Coles and \$50 at Aldi to be eligible for one Gift.
6. The individual must then, during the Offer Period, present their receipt(s) at the customer service desk at the Burwood One Shopping Centre between 10:00am AEST to 2:00pm AEST, scan the QR code, fully complete the online entry form (including providing their full name, email address and post code) and subscribe to the Burwood One newsletter.
7. Participating Fresh Food Retailers are:
  - Bakers Delight;
  - BonBons Bakery;
  - Chen’s Seafood & Butcher;
  - Daniel’s Donuts;
  - Delish N Ripe;
  - Ferguson Plarre Bakehouses;
  - H&K Meats; and
  - Poultry Oneat Burwood One Shopping Centre in Burwood, Victoria (each a “**Participating Fresh Food Retailer**”).
8. Participating Supermarket Retailers are:
  - Coles;
  - Aldi; and

- Hokkien Market

at Burwood One Shopping Centre in Burwood, Victoria (each a “**Participating Supermarket Retailer**”).

- Participating Fresh Food Retailers and Participating Supermarket Retailers are together defined as “**Participating Retailers**”.
- Offer excludes spend on purchases from partial lay-bys, online deliveries, gift voucher/card purchases, postal services, prescription purchases, interest free purchase payments, EFTPOS and ATM receipts, purchase of tobacco, alcohol, fuel, Lotto or TAB and bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, doctors and phone bills). Click and collect purchases qualify with a valid receipt.
- Multiple claims permitted, subject to the following: (a) only one claim permitted per Qualifying Transaction regardless of the amount spent in excess of \$30 at Participating Fresh Food Retailers or \$100 at Participating Supermarket Retailers respectively; (b) each claim must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) claim per person per day.
- Individuals must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an individual's claims and forfeiture of any right to a Gift. Purchase receipt(s) must clearly specify the amount spent, store of purchase and that the purchase was made during the Offer Period but prior to entry. Receipt(s) cannot be re-used.
- The first two hundred (200) valid claims received on each day of the Offer Period between 10:00am AEST to 2:00pm AEST will each receive the gift of a Burwood One Tote Bag and coffee voucher to be used at either Viva Gelateria, Daniel's Donuts or BonBon's Bakery at Burwood One Shopping Centre valued at \$15 (each a “**Gift**”).
- Any ancillary costs associated with redeeming the coffee voucher (received for participation in this Offer) are not included. Any unused balance of a coffee voucher (received for participation in this Offer) will not be awarded as cash. Redemption of the coffee voucher (received for participation in this Offer) is subject to any terms and conditions of the issuer including those specified on the coffee voucher received for participation in this Offer.
- The Promoter, reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Offer. 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.
- Incomplete, indecipherable or illegible claims will be deemed invalid. Any Gifts that remain left over at the conclusion of the Offer Period will remain the property of the Promoter.
- If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

18. The Promoter's decision is final and no correspondence will be entered into.
19. If for any reason a claimant does not take the Gift (or an element of the Gift) at the time stipulated by the Promoter, then the Gift (or that element of the Gift) will be forfeited.
20. If the Gift (or part of the Gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a Gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total value of the Gifts is \$9,000.
22. Gifts, or any unused portion of a Gift, are not transferable or exchangeable and cannot be taken as cash.
23. If this Offer 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Offer, as appropriate.
24. 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 Offer.
25. 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 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 Gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use/taking of the Gift.
26. The Promoter collects personal information ("**PI**") in order to conduct the Offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.burwoodone.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

27. The Promoter is Burwood One Investment Pty Ltd (ABN 51 629 331 504) of 172-210 Burwood Highway, Burwood East, Victoria, 3151, telephone (03) 9802 4659.