

# Macarthur Square Mother's Day L'Occitane GWP - Terms and Conditions

## Terms and Conditions

1. The Promoter is Macarthur Square Shopping Centre of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is (02) 4626 1466.
2. Only residents of Australia aged 18 years of age or older (**Participant**) are eligible for the promotion. Participants under 18 years of age must obtain the prior permission of a parent or guardian over the age of 18 years to enter the promotion, evidenced by the parent or guardian completing the entry form.
3. The following person(s) are ineligible to enter the Competition:
  1. employees of:
    - The Promoter
  2. the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth), and associated agencies, companies and contractors; or
  3. members of the Immediate Families of the employees referred to at paragraph below.

**Immediate family** means any of a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

4. The Promotion commences and free gifts are available between Wednesday 1 May 2024 and Sunday 5 May 2024, from 10am – 2pm, or until gifts have been exhausted.
5. All L'Occitane Almond Discovery Packs will be redeemed after receipts have been validated at the Mother's Day set up, located on level 3 near JD Sports.
6. There are a total of 600 L'Occitane Almond Discovery Packs available across the promotional period.
7. The Promoter may extend the Completion Period and L'Occitane Almond Discovery Pack allocation at its sole discretion (**Extended** Promotion Period). Details of any Extended Promotion Period and gift allocation will be posted on [www.macarthursquare.com.au](http://www.macarthursquare.com.au). References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
8. Prize – A L'Occitane Almond Discovery Pack valued at \$63
9. For a customer to receive their L'Occitane Almond Discovery Pack, they must spend a minimum of \$150 in centre at participating retailers and claim their gift across the promotional period and complete an entry form online. Participating retailers include all retailers at Macarthur Square Shopping Centre, excluding supermarkets (Coles, Woolworths and Aldi), pop up stores, and Macarthur Square Gift Card purchases.
10. Bill payments such as the payment of credit card bills, bank transactions, bank fees and charges, service bills are not accepted. Gift Card purchases, tobacco products, alcohol and lottery product purchases also not accepted.
11. Receipts must be dated during the Promotion period and receipts outside of these dates will not be accepted. Multiple receipts which add up to the minimum \$150 spend will be accepted, provided all receipts are from the same day.
12. A copy of the customer's receipt / receipts must be presented at the Mother's Day set up on Level 3 near JD Sports to claim the L'Occitane Almond Discovery Pack. Receipts will be stamped.
13. One L'Occitane Almond Discovery Pack per person, per day across multiple receipts.
14. The gift is not redeemable for cash.
15. The L'Occitane Almond Discovery Pack are personal to the person who has claimed it. It cannot be transferred, exchanged or otherwise dealt with.
16. The Promotor accepts no responsibility for lost, stolen, misplaced or destroyed gifts once they are claimed.
17. The Promoter reserves the right to refuse this offer to any person and reserves the right to request eligible customers to provide proof of age, identity and required information to redeem their gift. If the eligible customer cannot provide this information, the customer will forfeit the gift in whole and no substitute will be provided.

18. By entering the Promotion, the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
19. Prizes must be redeemed during the Promotion period, Wednesday 1 May 2024 to Sunday 5 May 2024.
20. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
21. As a condition of accepting a Prize, the Participant (or the participant's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
22. All entries become the property of the Promoter.
23. The Promoter may cancel the promotion and not award the Prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
  1. advertise that the Promotion has been cancelled by placing a notice on the Promoter's website at [macarthursquare.com.au](http://macarthursquare.com.au);
  2. promptly destroy all entries received; and
  3. not use the personal information that any Participant has provided on the entry form.
4. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the participant. No compensation will be payable if the participant is unable to use their Prize and/or any element of the Prize as stated.
5. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
6. Lendlease is the Promoter only.

**Privacy Statement** Personal information you provide to Macarthur Square Shopping Centre by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this Competition including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Macarthur Square Shopping Centre. This may be by any means of communication including telephone and electronic messages (e.g., email). If the information requested is not provided, you will not be able to enter the Competition. We take steps to ensure that we only collect personal information which is relevant to our dealings with the individuals, and which is reasonably necessary for the Competition or our other business activities. We may disclose your personal information to other Lendlease Group entities, or a third-party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can

be found in our Privacy Policy. Our Privacy Policy can be found on our website, <http://www.lendlease.com/au/privacy/>. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer at [privacy@lendlease.com](mailto:privacy@lendlease.com) or call 1800 233 066. References to 'we' and 'us' in this statement include the owners of Macarthur Square Shopping Centre.