



## SPEND & WIN \$10,000 WORTH OF COUNTDOWN GIFT CARDS TERMS AND CONDITIONS

1. The promotion is called “The Palms Spend & Win \$10,000 Countdown Gift Card” campaign (“Promotion”). Participation in the Promotion is deemed acceptance of the terms and conditions set out below. The Promoter reserves the right to disqualify any entry which or entrant who does not comply with these terms and conditions.
2. The Promotion commences at 9am (New Zealand Standard Time) on Saturday 13<sup>th</sup> March 2021 and ends at 6pm (New Zealand Standard Time) on Sunday 28<sup>th</sup> March 2021 (“Promotion Period”).
3. To be eligible to enter an entrant must spend at least \$30 (combined) at any one or more participating stores (excluding Countdown) at The Palms Shopping Centre on the same day during the Promotional Period (“Qualifying Spend”). Bill payments, Lotto purchases, Ticketek purchases, Lay-by payments and gift voucher purchases are excluded and cannot be counted toward a Qualifying Spend.
4. The Prize is 50 x \$200 Countdown gift cards to equal a total of \$10,000 in gift cards. Gift cards to be redeemed at Countdown at The Palms.
5. The Prize is not redeemable for cash.
6. The following people are not eligible to enter the Promotion or to win the Prize:
  - (a) the Promoter and its employees;
  - (b) any tenant or other occupier of The Palms (“Tenants”);
  - (c) any employee of a Tenant;
  - (d) any one not a New Zealand resident at the time of the Prize draw;
  - (e) anyone under 18 years old at the time of entry into the Promotion;
  - (f) anyone excluded from participating in the Promotion by the Promoter, which the Promoter may do at any time before, during or after the Promotion or Prize draw, its sole discretion.
7. Each \$30 Qualifying Spend earns one entry into the Promotion. Only original receipt(s) will be accepted as proof of purchase towards a Qualifying Spend. Duplicate receipts will not be accepted. Each receipt may only be used towards one Qualifying Spend, but multiple entries are permitted where receipts (which have not been used as proof for any other Qualifying Spend) total additional \$30 Qualifying Spends. Receipts used toward a Qualifying Spend must be retained by the entrant and produced promptly on

request by the Promoter. Receipts used toward a Qualifying Spend/entry must be produced by the winner promptly on request by the Promoter. Failure to produce the valid proof of purchase when requested may, in the absolute discretion of the Promoter, result in forfeiture of any right to enter the Promotion or win the Prize. Receipt(s) must clearly specify the store(s) of purchase, the amount of the purchase and the date of the purchase. Only purchases made on the same day as redemption for an entry into the Promotion can be used towards a Qualifying Spend. Entries received after the end of the Promotion Period will not be accepted.

8. The Prize will be awarded to one winner. The winner will be determined by a random draw conducted by Centre Management on Monday 29<sup>th</sup> March 2021 and will be notified by telephone and email. All reasonable attempts to contact the winner will be made, using details provided on the entry form. However, if those attempts fail the Promoter reserves the right to draw another winner. The winner agrees to participate and co-operate in all promotional activities relating to the Promotion. The Promoter reserves the right to refuse to award the Prize to an entrant that is found to be in breach of these terms and conditions or has won by using fraudulent means.
9. The Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:
  - (a) decline entry into the Promotion by any entrant;
  - (b) decline rewarding the Prize to any entrant; or
  - (c) (subject to any written directions from a relevant regulatory authority), modify, suspend, terminate or cancel the Promotion;as the Promoter in its sole discretion elects.
10. Except for 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 in any way out of or in connection with the Promotion, including any inability to enter, complete or continue the Promotion due to any reason whatsoever.
11. The Promoter's decision is final on all matters relating to the Promotion and no correspondence or discussion will be entered into.
12. The Promoter is AMP Capital Shopping Centres Pty Ltd, The Palms Shopping Centre, corner Marshland and New Brighton Roads, Christchurch. Entry forms will not be returned. All personal information will be collected and stored by the Promoter in accordance with the Privacy Act 2020. The information will be held at the Promoter's address above, and may be stored electronically. Such personal information will be held and used for as long as the Promoter deems necessary to carry out the Promotion and the purposes for which the information is held (as set out below). The Promoter may use entrants' personal information from entries to conduct the Promotion and for marketing goods and services provided by the Promoter and its tenants to the entrant. Entry into the Promotion is deemed to be agreement by the entrant to receive electronic communications from the Promoter. Entrants have the right to access their personal information and request correct of any errors in it pursuant to the Privacy Act 2020.