

TERMS AND CONDITIONS FOR Market City Candy Cane Fight VR Selfie Campaign 2018

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Market City Candy Cane Fight VR Selfie Campaign 2018” Promotion is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

2. The “Promoter” is Jen Retail Properties Limited (ABN 70051837266) of [Level 3, 9-13 Hay Street Haymarket 2000], telephone: [02 9288 8900].

ELIGIBILITY

3. This Promotion is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parental/guardian of the entrant must read and consent to these Terms and Conditions. Parents/Guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.

4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Market City Shopping Centre (“Participating Centre”) or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

5. This Promotion commences on Week 1: Wednesday 5/12/18 to Tuesday 11/12/18, Week 2: Wednesday 12/12/18 to Tuesday 18/12/18 and Week 3: Wednesday 19/12/18 to Wednesday 26/12/18 AEST/AEDST (“Promotion Period”).

HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

1. Take a photo of a person in the Candy Cane Fight VR Game at Market City. Be imaginative!
2. Make sure your Instagram is public (so Market City can see your entry)
3. Follow @MarketCity Instagram account
4. Take a selfie of a person within the Candy Cane Fight VR game at Market City
5. hash tag #CandyCaneFightVR in the copy associated with post of the selfie
6. Make sure your post is live on Instagram to enter to win.

LIMITS ON ENTRY

7. Limit of one (1) entry permitted per eligible person.

DRAW DETAILS

8. The draw will take place at the Participating Market City, Centre Management on level 3 9-13 Hay Street Haymarket 2000 at 12pm AEST/AEDST on Week 1: Wednesday 12/12/18 and Week 2: 19/12/18 and Week 3: Friday 28/8/18. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

9. The provisional winner(s) will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

10. Week 1, 2 and 3 winners will receive a 1909 Dining Precinct voucher valued at \$100. The total value of this competition is \$300.

11. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

12. Prize will be collected from Market City Info Desk located on level 1 on Monday to Friday from 10am to 5.30pm or Saturday and Sunday from 10am to 5pm. The winner will be responsible for the collection.

13. Product/s included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All prizes must be taken as offered.

14. Winners are responsible for all costs associated with attending the dining experience, including but not limited to travel to and from the Participating Centre.

UNCLAIMED PRIZE DRAW

15. A draw for any prize, if unclaimed, may take place on Monday 21 January 2019 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw.

GENERAL

16. Incomplete, indecipherable or illegible entries will be deemed invalid.

17. 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.

18. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

19. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

20. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

21. Total prize pool value is \$300.

22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

23. Entrants consent to the Promoter using the entrant's 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.

24. 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.

25. 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.

26. The Promoter's decision is final, and no correspondence will be entered.

27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.

28. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

PRIVACY

29. In order to conduct this Promotion, the Promoter (and/or an agency on their behalf) needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to Jen Retail Properties, agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Market City database. The Promoter and Jen Retail Properties may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in their Privacy Policies. Entrants should direct any request to access, update or correct information to the Promoter or Jen Retail Properties. All personal details of entrants will be stored in accordance with the relevant Privacy Policy. Upon the entrant's request, all information provided will be removed from the relevant active database. To request details to be removed, please email info@marketcity.com.au. Information will be removed as soon as reasonably possible in accordance with the relevant Privacy Policy and applicable laws. Any complaints regarding

the treatment of personal information should also be directed to info@marketcity.com.au and will be dealt with by the Promoter in accordance with its respective Privacy Policy. All entries remain the property of the Promoter.