

“TOORMINA GARDENS SHOPPING CENTRE PROMOTION”

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who visit Toormina Gardens Shopping Centre during the Promotional Period.
3. Employees (and their immediate families) of the Promoter, Toormina Gardens Shopping Centre and agencies associated with this promotion are ineligible to participate. 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 1st cousin.
4. Entries into the promotion open at 10:30am AEST on 07/04/25 and close at 5:00pm AEST on 20/04/25 (“**Promotional Period**”).
5. To enter, individuals must, during the Promotional Period, scan the QR code displayed on the promotional material at Toormina Gardens Shopping Centre, follow the prompts to the promotion entry page, input the requested details (including but not limited to their first name, last name, email address and phone number), and submit the fully completed entry form. Individuals must then play the ‘crack the egg’ game (“**Game**”) displayed on the website by tapping the virtual egg until it cracks to find out whether they are a provisional instant winner.
6. Once an entrant has completed the Game, they will be notified instantly on screen, in writing, whether they have provisionally won an instant win prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent, via SMS, their instant win prize. Each valid entry will also be entered into the draw.
7. Multiple entries permitted, subject to the following: (a) a maximum of one (1) entry per person per day is permitted; and (b) each entry must be submitted separately and in accordance with entry requirements.
8. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. 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.

11. There are a total of sixty (60) instant win prizes available to be won during the Promotional Period, with four (4) instant win prizes available each day between 07/04/25 – 16/04/25 and on 20/04/25 and eight (8) instant win prizes available each day on 17/04/25 and 19/04/25.
12. The instant win prizes that are available to be won each day between 07/04/25-16/04/25 and on 20/04/25 include:
 - 1x \$50 Digital Vault Gift Card
 - 2x \$20 Digital Vault Gift Card
 - 1x \$10 Digital Vault Gift Card
13. The instant win prizes that are available to be won each day on 17/04/25 and 19/04/25 include:
 - 2x \$50 Digital Vault Gift Card
 - 4x \$20 Digital Vault Gift Card
 - 2x \$10 Digital Vault Gift Card

For the avoidance of doubt, no instant win prizes are available to be won on 18/04/25 as the Toormina Gardens Shopping Centre will be closed.

14. The draw for the Major Prize (defined below) will take place at Toormina Gardens Shopping Centre, 5 Toormina Rd, Toormina, NSW, 2452 on 22/04/25 at 10:30am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner of the Major Prize will be notified by email and telephone within seven (7) days of the draw and their details will be published online at <https://www.toorminagardens.com.au/whatson/crack-the-egg-and-win/> on the same date as the draw.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win one (1) \$1,000 Digital Vault Gift Card ("**Major Prize**"). The winner will be sent the Major Prize via SMS.
17. The Digital Vault Gift Card is a closed-loop gift card that is only redeemable at retailers located in Toormina Gardens Shopping Centre and cannot be used at any other retailer located outside of the Toormina Gardens Shopping Centre.
18. Any ancillary costs associated with redeeming the Digital Vault Gift Card are not included. Any unused balance of the Digital Vault Gift Card will not be awarded as cash. Redemption of the Digital Vault Gift Card is subject to any terms and conditions of the issuer including those specified on the Digital Vault Gift Card.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is \$2,500.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

23. A draw for the Major Prize, if unclaimed, or any instant win prizes that are won but not claimed, may take place on 22/05/25 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by telephone and email within seven (7) days of the draw and their details will be published online at <https://www.toorminagardens.com.au/whatson/crack-the-egg-and-win/> on the same date as the draw.
24. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
25. Entrants consent to the Promoter using their 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.
26. 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.
27. Any cost associated with accessing the QR code is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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.
29. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
30. 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 promotion.
31. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of a prize.

32. The Promoter collects personal information ("**PI**") in order to conduct the promotion 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. Entry 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://ispt.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 entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
33. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000, telephone 03 8601 6666 ("**Promoter**").