

EATON FAIR SHOPPING CENTRE “AFTER 5 REWARDS PROMOTION” TERMS AND CONDITIONS

1. These terms and conditions are applicable to the “After 5 Rewards Promotion” (**Promotion**) conducted by Eaton Fair Pty Ltd (ACN 638 021 173) (**Eaton Fair Shopping Centre**) and any associated company or nominee of Eaton Fair Pty Ltd.
2. The duration of the Promotion is from 9am on 1 April 2025 until 5pm on 31 May 2025.
3. By participating in the Promotion participants warrant that they meet all eligibility requirements and accept these Terms and Conditions.
4. If a participant is under the age of 18 years of age, such participant must have prior consent from a parent or guardian before participating in the Promotion and must be able to provide evidence of such consent on request. Each participant’s consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation.
5. Eaton Fair Shopping Centre reserves the right in its absolute discretion to refuse to grant the Reward to any participant for any reason whatsoever, including if the participant fails to comply with any of these Terms and Conditions.
6. Eaton Fair Shopping Centre’s decision is final and no correspondence will be entered into.
7. Employees, officers, and promotional staff of Eaton Fair Shopping Centre will be ineligible to participate in the Promotion.
8. Eaton Fair Shopping Centre may request a participant to provide reasonable documentation which establishes a participant’s eligibility to participate including, without limitation, a participant’s identity, age, email address, telephone number and place of residence.
9. To participate in the Promotion, an eligible person must:
 - (a) make a purchase exceeding Twenty Dollars (\$20.00) in store at any of the food retailers at Eaton Fair Shopping Centre after 5pm and receive a receipt from the food retailer evidencing such purchase (**Proof of Purchase**);
 - (b) deliver the Proof of Purchase to the Eaton Fair Customer Service Office during its opening hours, where a Customer Service Officer will record the purchase; and
 - (c) collect a signature from a Customer Service Officer on a Loyal Card available from the Customer Service Office.
10. An eligible person will only receive one signature for each shop of over \$20.00.
11. Once an eligible person has collected ten (10) signatures on their Loyal Card, the Loyal Card may be redeemed at the Eaton Fair Customer Service Office for a \$50.00 Eaton Fair Shopping Centre Voucher (**Reward**) for the duration of the Promotion.
12. Any Loyal Cards received by the Eaton Fair Customer Service Office after the expiry of the Promotion period as determined by Eaton Fair Shopping Centre will be deemed invalid.
13. Loyal Cards are automatically void if counterfeited, mutilated, forged, altered, or tampered with in any way, if illegible, mechanically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, or other errors.
14. Any person attempting to forge a Loyal Card or a signature or to defraud Eaton fair Shopping Centre in any way in connection with this Promotion will be disqualified and may be prosecuted to the fullest extent of the Law.
15. The Reward is non-refundable and cannot be exchanged for cash.
16. If the Reward is unavailable for whatever reason, Eaton Fair Shopping Centre reserves the right in their absolute discretion to substitute the Reward for a reward of equal or greater value, subject to any applicable statutory requirement.
17. Eaton Fair Shopping Centre is not responsible for any additional costs associated with the use or collection of the Reward.
18. The names of participants who have been granted the Reward may be announced and posted on the Eaton Fair Shopping Centre Facebook page and other media platforms.
19. By participating in the Promotion, each participant acknowledges and agrees that Eaton Fair Shopping Centre collects personal information about participants for the purposes of:
 - (a) including participants in the Promotion and, where appropriate, granting the Reward; and
 - (b) enabling Eaton Fair Shopping Centre to use the information to assist Eaton Fair Shopping Centre in improving goods and services and to contact the participant in the future with information on special offers or provide participants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. Eaton Fair Shopping Centre may share information with its

Australian related companies or any other third party who may contact the participant with special offers or provide the participant with marketing materials via any medium in this way. By participating in the Promotion, a participant agrees that Eaton Fair Shopping Centre may use the participant's personal information in this manner. Participants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.

20. By participating in the Promotion, participants provide Eaton Fair Shopping Centre with authority to use their name, likeness, image and/or voice (including any photograph, film, and/or recording of same) in any media at any time or times without remuneration for the purposes of administering the Promotion and promoting Eaton Fair Shopping Centre and/or Eaton Fair Shopping Centre's (or its related entities) products or services. Further, participants agree to be photographed and participate in all reasonable promotional activities in relation to the Promotion and the Reward. Participants acknowledge that any personal information provided by the participant is not sensitive information.
21. To the greatest extent permissible by law, Eaton Fair Shopping Centre (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with the Reward.
22. Any reference to Eaton Fair Shopping Centre in these Terms and Conditions includes its related entities.
23. Eaton Fair Shopping Centre reserves the right to cancel, suspend, modify or terminate the Promotion at any time in its sole discretion without liability to any participant or other person, subject to applicable legislation. Eaton Fair will not redeem the Loyal Card for the Reward if the Promotion is terminated for whatever reason.
24. If the Promotion is interfered with or disrupted in any way or incapable of running as planned because of tampering, unauthorised intervention, technical failures or any other causes outside the reasonable control of Eaton Fair Shopping Centre which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Eaton Fair Shopping Centre reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to any written directions under applicable legislation. For the avoidance of doubt, any cause which is outside the reasonable control of Eaton Fair Shopping Centre includes, without limitation, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, global pandemic or outbreak of an infectious disease, computer viruses, technical failures or a directive issued by a government authority or a law resulting in Eaton Fair Shopping Centre being closed or shut down.
25. Eaton Fair Shopping Centre also reserves the right in its sole discretion to disqualify any individual who Eaton Fair Shopping Centre has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The legal rights of Eaton Fair Shopping Centre to recover damages or other compensation from such an offender are reserved.
26. Eaton Fair Shopping Centre reserves the right to delete any photograph or image or tag posted to its social media accounts that are deemed inappropriate without notice.
27. Any decision made by Eaton Fair Shopping Centre in respect of the Promotion is final and binding and no correspondence shall be entered into.
28. Any provision of these Terms and Conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition of unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity of the provision in any other jurisdiction.
29. Any reference to Eaton Fair Shopping Centre in these Terms and Conditions includes its related entities.
30. The conduct of the Promotion and these Terms and Conditions are governed by the laws of Western Australia. By participating in the Promotion, the participant submits to the exclusive jurisdiction of the courts of Western Australia.