

QV MELBOURNE/ QV BAUBLE CUSTOMISATION STATION

Terms and Conditions

1. These terms and conditions apply to participants of the 'QV Bauble Customisation Station' Centre Offer ("Offer"). Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Funds Management Limited, ABN 24 050 920 783 as Trustee for Dexus CPA Trust and Victoria Square QV Investments Pty Limited. The address is Cnr Lonsdale and Swanston Streets, Melbourne, VIC 3000.
3. This Offer will be conducted at QV Square on level 2 in QV Melbourne, Cnr Lonsdale and Swanston Streets, Melbourne, VIC 3000, (03) 9207 9200 ("Centre").

ELIGIBILITY

4. This Offer is only open to residents of Australia aged 18 or over who are able to attend the Centre between 12:00PM Australian Eastern Daylight-Saving Time ("AEDT") and 4:00PM Australian Eastern Daylight-Saving Time ("AEDT") on Saturday 7th, Sunday 8th, Saturday 14th, Sunday 15th, Saturday 21st and Sunday 22nd December 2024.
5. The following individuals are ineligible to participate in the Offer:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Offer;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to participate in the Promoter's offers.

OFFER PERIOD

6. This Offer commences at 12:00PM Australian Eastern Daylight-Saving Time ("AEDT") on Saturday 7th December 2024 and ends at 4:00PM Australian Eastern Daylight-Saving Time ("AEDT") on Sunday 22nd December 2024 or until the gift stocks run out (whichever is first) ("Offer Period").

CLAIM INSTRUCTIONS

7. To claim, eligible individuals must, during the Offer Period:
 - a. Spend \$50 or more at a participating QV store in one transaction, excluding Woolworths, Big W, Domayne, Harvey Norman, Officeworks and QV Car Park ("Qualifying Spend");
 - b. Present your Qualifying Spend receipt to the promotional staff member at the QV Bauble Customisation Station located in QV Square. Date of transaction receipts must match the date its presented at the QV Bauble Customisation Station as per the live dates listed in the Eligibility period.
 - c. Scan the QR code and sign up to the QV database.

8. The following receipts are not accepted as part of this Offer:

- a. receipts from the purchase of alcohol, tobacco, lottery tickets or gift cards; and
- b. receipts from the purchase of goods or services which have subsequently been refunded before you have completed your claim.

CLAIM LIMITS

9. There is a limit of one claim per eligible person per Qualifying Spend receipt per activation day.

GIFTS

10. There are 480 gifts available for the entire Offer Period, with 80 gifts available per activation day, while stocks last. Gifts are awarded instantly at the QV Bauble Customisation Station on a first-come, first-served basis, as follows:

	Gift	Individual gift value	Qty	Total Including GST
1	Red custom QV bauble with free calligraphy	\$19	240	\$4,560
2	Pink & red custom QV bauble with free calligraphy	\$19	240	\$4,560
TOTAL			480	\$9,120

11. Successful claimants can choose one (1) of the two (2) gift types listed above. For avoidance of doubt, successful claimants cannot choose their gift type if the stock of one (1) gift type is exhausted, a successful claimant will instead receive the gift type that is in stock. The Promoter is not liable if you do not get your preferred gift.

12. Total gift pool valued at \$9,120.

GIFT CONDITIONS

13. Gift No.1 – 2 is subject to the following conditions:

- a. Offer valid with a minimum spend of \$50 or more in one transaction from eligible QV retailers, excluding Woolworths, Big W, Harvey Norman, Domayne, Officeworks and QV Car Park;
- b. Limited to one free bauble per customer per activation day, while stocks last. Bauble designs are subject to availability;
- c. Gifts must be taken as stated and cannot be varied or exchanged for cash or other items of value; and
- d. Any gift lost or damaged after successful claim will not be replaced or compensated with cash or other equivalent item of value.

PROOF OF PURCHASE

14. You must keep your Qualifying Spend itemised receipt as proof of purchase for your claim. Your Qualifying Spend receipt must clearly identify whether the Qualifying Spend was made, the products purchased (of which must be/comprise the Qualifying Spend) and the date of purchase matches the date of gift redemption, before you claim.
15. If you don't produce the above proof of purchase for your claim when asked, the Promoter may disqualify your claim and you will lose any right to a gift.
16. Proof of purchase must be identical to that provided by you with your claim
17. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claim will be invalid and you will lose any right to a gift.

GENERAL

18. You must not:
 - a. tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Offer;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Offer;
 - e. breach any law;
 - f. breach any "community guidelines" issued by the Promoter from time to time, published at qv.com.au; or
 - g. behave in a way that is otherwise inappropriate.
19. If relevant, incomplete, indecipherable or illegible claims will be deemed invalid.
20. If there is a dispute as to the identity of the participant, the Promoter reserves the right to determine the identity of the participant.
21. Gifts are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. Gifts and all elements of gifts must be taken as and when offered. If for any reason a successful claimant does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
22. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.
23. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the

Promoter at its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift or part of a gift with an equal or higher value and/or specification, subject to any written directions from a regulatory authority if applicable.

24. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
25. Participants consent to the Promoter using the participant's name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
26. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting participating retailers) and participants (including a participant's identity, age and place of residence) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. If this Offer is interfered with 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 to the fullest extent permitted by law to (a) disqualify a participant engaging in unauthorised intervention or fraud; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate and if applicable, subject to any written directions from a regulatory authority.
28. If any dispute arises concerning the conduct of this Offer, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
29. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a participant to automatically claim repeatedly is prohibited and will render all claims submitted by that participant invalid.
30. Your claim must be received during the Offer Period (or as otherwise specified in these Terms and Conditions) and will be deemed to be received only when received by the Promoter. If online or SMS claiming is available, you will receive a return message confirming your claim. You are responsible for your own costs associated with claiming. If you claim using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
31. The Promoter is not responsible for any tax implications arising from you claiming a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of

Australia (“Non-Excludable Guarantees”).

33. The Promoter (including their respective officers, employees and agents) exclude 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 Offer, including without limitation:
- a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;
 - c. any claim or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in the gift value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a participant; or
 - f. use of the gift,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

34. This Offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY

35. In order to conduct this Offer, the Promoter needs to collect personal information about each participant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, if required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this information.
36. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the participant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Offer. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
37. The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how Australian participants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.