

## ENEX WILD AT HEART GIFT WITH PURCHASE

### TERMS & CONDITIONS

#### PROMOTOR

1. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) (**Promoter**) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000.

#### INTRODUCTION

2. Information on how to claim and the gift form part of the Terms and Conditions.
3. Claimants warrant that they have read, understand and agree to be bound by these Terms and Conditions. Participation in this offer ("**Offer**") is deemed acceptance of these Terms and Conditions.
4. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.
5. Offer not valid in conjunction with any other offer unless specified otherwise.

#### WHO CAN CLAIM?

6. Claims are only open to Western Australian residents aged 18 years and over at the time of claim excluding:
  - (a) employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Promotion; and
  - (b) a spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, guardian, niece, nephew, brother, sister, step brother, step sister or first cousin of a person referred to in clause 6(a), (**Eligible Claimant**).
7. Any claimant who does not reside in Western Australia with a valid residential address will not be deemed an Eligible Claimant is not eligible to participate in this Offer.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

#### WHEN TO ENTER

10. The Offer commences in this Participating Centre (defined below) on 5<sup>th</sup> December at 9am and closes at close of business on 20<sup>th</sup> December at 5pm or

whilst the number of gifts in this Participating Centre lasts, whichever occurs first (**Offer Period**).

11. Claims must be received by the Promoter prior to the end of the Offer Period.
12. The Promoter accepts no responsibility for any late claims or delays in the delivery of the claimant's claim due to technical disruptions, network congestion or for any other reason.

#### HOW TO ENTER

13. This Offer will be conducted at the following participating centre: Enex Shopping Centre (**Participating Centre**).
14. A "**Participating Retailer**" means any retailer at the Participating Centre except for any Excluded Retailer.
15. To be eligible to participate in this Offer and claim a gift, Eligible Claimants must, during the Offer Period, undertake the following steps:
  - a) Spend **\$10 or more in one (1) transaction** at the Participating Centre, excluding any Ineligible Transaction ("**Qualifying Spend**");
  - b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase) during the Offer Period to the Concierge or Promotion Desk at the Participating Centre where the Qualifying Spend was made;
  - c) Scan the QR code located at the Concierge or Promotion Desk at the Participating Centre where the Qualifying Spend was made and follow the prompts to claim the gift (subject to availability).
16. The Promoter does not take responsibility for mobile device models / types / telecommunication service of choice in relation to entry usage and accessibility.
17. Incomprehensible, illegible, and incomplete claims will be deemed invalid.

#### INVALID RECEIPTS

18. The following receipts are not valid receipts for the purpose of the Offer: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Offer Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (f) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Offer. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Offer before returning them.

#### NUMBER OF CLAIMS PERMITTED

19. Only one (1) claim is permitted per person during the Offer Period.

#### DISQUALIFICATION

20. Any claim that is made on behalf of a claimant by a third party will be invalid, unless the claimant requires the assistance of the third party to enter due to a disability.
21. Any claim found to:
  - (a) have used a third party (including an online promotion entry site) to claim on their behalf (other than as permitted under clause 20);
  - (b) have entered incorrect contact details;
  - (c) have provided false information or who seeks to gain an unfair advantage or to manipulate this Offer; or
  - (d) not be an Eligible Claimant,**(Disqualified Claimant)** will have their claim invalidated and any claim they have to any gift will be invalidated.
22. If a Disqualified Claimant is awarded a gift and then found to be a Disqualified Claimant, the Disqualified Claimant must immediately return the gift awarded.
23. The Promoter has sole discretion to determine if any claimant is a Disqualified Claimant.
24. The Promoter reserves the right, at any time, to request whatever documentation it deems necessary to confirm if the individual is a Disqualified Claimant. An individual must provide any requested documentation to the Promoter promptly upon request.

#### GIFTS

25. Subject to the availability of gifts in the Participating Centre, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted at a Participating Centre in accordance with these Terms and Conditions will receive one (1) gift. A list of gifts available for redemption in the Participating Centre are listed below:
  - Enex– 600 x Cinnamon Scrolls
  - Enex – 250 x \$10 Sushia Food Vouchers
  - Enex – 250 x \$20 assorted Retailer Vouchers
  - Enex – 18 x \$100 assorted Retailer Vouchers
26. The gift is not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
27. As a condition of accepting the gift, the Promoter reserves the right to request the claimant:
  - (a) proof of compatible device (smart device that allows for a digital wallet function); and;
  - (b) sign any legal documentation as and in the form required by the Promoter and/or Gift supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
28. In the event that a claimant cannot provide suitable proof, that claimant will forfeit the gift in whole and no substitute will be offered.
29. The Promoter's decision in relation to any aspect of the Offer is subject to WA legislation but also final and binding on each person who participates. No correspondence will be entered into.

#### PRIVACY COLLECTION STATEMENT

30. The Promoter collects individual's personal information in order to conduct the Offer and may, for this purpose, disclose such personal information to third parties, including but not limited to employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer and gift suppliers.
31. Entry in the Offer is conditional on providing this personal information.
32. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>.
33. By entering the Promotion, claimants consent to:
  - (a) the use of their personal information as described and **agree that if the claimant opts in**, the Promoter may use this information, or disclose it to other organisations that may use it, for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant without any further reference or payment to the entrants; and
  - (b) being contacted by the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer.
34. The Privacy Policy contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose personal information to any entity outside of Australia.
35. All claims become and remain the property of the Promoter.

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#### RELEASE AND INDEMNITY

36. The Promoter accepts no responsibility for the gift once the gift has been collected by the claimant.
37. Except for any liability that cannot by law be excluded, the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a gift.
38. Except for any liability that cannot by law be excluded, the Promoter, the Promoter's employees, contractors or subcontractors, the Promoter's related entities and its associated agencies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for personal injury or death suffered or sustained in connection with this Offer or as a result of taking or using any gift.
39. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar.

#### FURTHER TERMS AND CONDITIONS

40. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Offer or suspend, substitute or modify a gift.
41. If for any reason the claimant does not take the gift by the time stipulated by the Promoter, then the gift will be forfeited.

42. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification.
43. Claimants consent to the Promoter using their 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 for an unlimited period without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
44. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
45. All times noted in these Terms and Conditions are AWST (Australian Western Standard Time).
46. Claimants must have ongoing access to the email account and phone number used to send their claim with the form. The Promotor, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Offer take no responsibility for gifts not claimed as a result of a claimant failing to access their messages.
47. If, for any reason whatsoever, the Offer is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Offer, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Offer, or disqualifying an Claimant. Claimants will not seek any compensation whatsoever from the Promoter.