

## **“ENEX ACTIVATION 1” OFFER**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the Rewards form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Western Australian residents aged 18 years and over. Any claimant who does not reside in Western Australia with a valid residential address will not be deemed an Eligible claimant and is not eligible to participate in this offer.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) and agencies associated with this offer are ineligible to claim. 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 1<sup>st</sup> cousin.
4. A participating store is any fashion or service retailer located at Enex Shopping Centre during the Promotional Period (**“Participating Store”**).
5. The offer commences for purchases on 19/08/25 and closes for purchases at 2:00pm AWST on 18/09/25 (**“Purchase Period”**). Claims to redeem a Reward will open at 11:00am AWST and close at 2:00pm AWST each day between the dates listed below, or once one hundred (100) valid claims have been received on that day, whichever occurs first:
  - 19/08/25 – 21/08/25;
  - 26/08/25 – 28/08/25;
  - 02/09/25 – 04/09/25;
  - 09/09/25 – 11/09/25; and
  - 16/09/25 – 18/09/25.

(**“Claim Period”**).
6. To be eligible to claim, individuals must, in a single transaction, spend \$20.00 or more at a Participating Store during the Purchase Period (**“Qualifying Spend”**). In the event a purchase receipt is not automatically handed to the claimant at the time the Qualifying Spend was completed, it is the claimant's responsibility to request one.
7. To claim the offer, individuals must, during the Claim Period:
  - a) Visit Enex Shopping Centre and locate the activation site;
  - b) Present a valid receipt showing the Qualifying Spend (which must specify the store and date/time of purchase);
  - c) Scan the QR code located at the activation site and follow the prompts to the claim page, input the requested details and submit the fully completed claim form; and
  - d) Upon submitting the fully completed claim form, the staff at the Activation will verify their claim and if valid, claimants will be provided with a Reward.
8. Multiple claims permitted, subject to the following: (a) only one (1) claim is permitted per Qualifying Spend (regardless of the amount spent in that transaction in excess of \$20)); (b) each claim must be submitted separately and in accordance with claim requirements.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (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 offer. 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.

10. Claimants must retain a copy of their purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a Reward. Purchase receipt(s) must clearly specify the product purchased, store of purchase and that the purchase was made during the Purchase Period but prior to claiming to Reward.
11. Incomplete or indecipherable claims will be deemed invalid.
12. 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.
13. The first one hundred (100) valid claims received each day during the Claim Period will be awarded one (1) \$10 food voucher. The food voucher can only be redeemed at Soul Origin, Sushia Level 2, CP Curry House, Hi Thai and Mi Shanghai at Enex Shopping Centre ("**Reward**").
14. Any ancillary costs associated with redeeming the food voucher are not included in the Reward. Any unused balance of the food voucher will not be awarded as cash. Redemption of the food voucher is subject to any terms and conditions of the issuer including those specified on the food voucher.
15. Successful claimants will receive their Reward from the staff member at the time of making their claim.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If for any reason a claimant does not redeem a Reward by the time stipulated by the Promoter, then the Reward will be forfeited.
18. If any Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward with a Reward to the equal value and/or specification.
19. Rewards, or any unused portion of a Reward, are not transferrable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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 Reward.
21. 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.

22. If this offer 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 claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
23. Any cost associated with accessing the offer website, or any other website related to the offer, is the claimant's responsibility and is dependent on the Internet service provider used.
24. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
25. 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 offer.
26. 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 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 Reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Reward.
27. 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. Claiming 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims 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 claimants 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.
28. 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**").