

ENEX VIP DATABASE PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 WA residents aged 18 years or over who are current subscribers of the Participating Centre (defined below).
3. Employees (and their immediate families) of the Promoter, **Enex Shopping Centre (“Participating Centre”)** and any of the Promoter’s agencies that are associated with this promotion are ineligible to enter. 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 on **06/02/2026** and close at **8am AWST** on **12/02/2026 (“Promotional Period”)**.
5. To enter, individuals must, during the Promotional Period, undertake the following steps:
 - a) Visit <https://enexperth.com.au/enex-vip-giveaway/> or follow the URL link within the promotional email sent by the Participating Centre;
 - b) Follow the prompts to the promotion entry page;
 - c) Input the requested details; and
 - d) Submit the fully completed online entry form.
6. Only one (1) entry permitted per person.
7. Only one (1) prize is permitted per person.
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. The draw will take place at the Participating Centre, Centre Management, **100 St Georges Tce**, at **9am AWST** on **12/02/2026**. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible

entrant is drawn. The winners will be notified by email and phone within two (2) business days of the draw.

12. The first valid **entry/entries** drawn will win a \$250 Enex Pays-Enabled Prepaid Gift Card and \$250 retailer prize.
13. The EnexPays-enabled Prepaid Gift Card must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the EnexPays-enabled Prepaid Gift Card, any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. The EnexPays-enabled Prepaid Gift Card expiry and balance can be found on the winners' mobile devices in their digital wallet. The Enex Pays-enabled Prepaid Gift Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("**EML**") and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 ("**Vault**"). See www.vaultps.com.au/terms-conditions for terms and conditions.
14. As a condition of accepting the [**Enex** Pays-enabled Prepaid Gift Card, the Promoter reserves the right to request entrants to:
 - a) provide proof of identity, proof of age, proof of residency and 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 prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
15. In the event that an entrant cannot provide suitable proof, that entrant will forfeit the Enex Pays-enabled Prepaid Gift Card, in whole and no substitute will be offered.
16. Product/s included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All prizes must be taken as offered.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If, for any reason, **a/the** winner does not take **a/the** prize (**or an element of a/the prize**) at the time stipulated, then the prize (**or that element of the prize**) will be forfeited and will not be redeemable for cash.
19. If **any/the** prize (or part of **any/the** prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (**or that part of the prize**) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is **\$500**.
21. Prize/s, or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. 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.

23. 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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.
26. As a condition of accepting the prize, **a/the** winner (**and his/her/their companion/s**) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. 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.
28. 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) use of / taking of **a/the** prize.
29. 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://www.ifminvestors.com/siteassets/shared-media/privacy-notice/public-facing-url/real-estate-privacy-statement.pdf>. 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 entrants. 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.

30. The "**Promoter**" is IFM Real Estate Fiduciary Pty Ltd (ABN 28 064 041 283) of Level 11, 8 Exhibition Street, Melbourne, VIC, 3000, telephone 03 8601 6666 ("**Promoter**").