

“ENEX COLLECTIVE CHRISTMAS IN JULY WIN ACTIVATIONS”

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 Western Australian residents aged 18 years and over who are members of the Enex Perth database. Individuals that are not already members of the Enex Perth database, can become a member by visiting <https://enexperth.com.au/whats-on/the-enex-collective/> and following the prompts to subscribe. Any entrant who does not reside in Western Australia with a valid residential address will not be deemed an eligible entrant and is not eligible to participate in this Promotion.
3. Employees (and their immediate families) of the Promoter, Enex Perth and agencies 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. The activation will open on the dates listed below from 11:00am AWST to 2:00pm AWST, or until all instant win prizes have been claimed for that day, whichever occurs first:
 - 14/07/2026; and
 - 16/07/2026(“**Activation Period**”).
5. To enter, individuals must, during the Activation Period, undertake the following steps:
 - a) Visit Enex Shopping Centre and locate the activation site;
 - b) If not already a member of the Enex Perth database:
 - i. Scan the QR code located at the activation site or visit <https://enexperth.com.au/whats-on/theenex-collective/> to register their details and become a member of the Enex Perth database; and then
 - ii. Present their registration to the staff at the activation for verification; or
 - c) If already a member of the Enex Perth database, show proof of membership to the staff at the activation; and then
 - d) Once verified, the staff will instruct the individual to spin the physical wheel, and the individual will be notified instantly, in person, whether or not they have won an instant prize. Instant win prizes are subject to availability. If all instant win prizes are exhausted on a particular day of the promotion, the activation on that day will end.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry per person per day; (b) each entry must be submitted separately and in accordance with entry requirements.
7. 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.

8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. The Promoter's decision is final and no correspondence will be entered into.
11. There will be a total of four hundred and eighty-seven (487) instant win prizes available to be won during the Activation Period, with two hundred and forty-three (243) instant prizes available to be won on the first day of the Activation Period and two hundred and forty-four (244) instant win prizes available to be won on the second day of the Activation Period (see below).
12. The instant win prizes that are available to be won each day of the Activation Period include:
 - 233 x \$5 foodie vouchers (redeemable only at Soul Origin, Chaffic, CP Curry House, Sushia, Hi Thai, Mi Shanghai and The Daily Board at Enex Shopping Centre);
 - 183 x \$10 foodie vouchers (redeemable only at Soul Origin, Chaffic, CP Curry House, Sushia, Hi Thai, Mi Shanghai and The Daily Board at Enex Shopping Centre); and
 - 71 x retailer prizes (see Annexure A for the list of retailer prizes and their values).
13. Any ancillary costs associated with redeeming the vouchers are not included in the prize. Any unused balance of the vouchers will not be awarded as cash. Redemption of the vouchers is subject to any terms and conditions of the issuer including those specified on the vouchers.
14. If, for any reason, a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is up to \$7,599.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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 prize, subject to any written directions from a relevant regulatory authority.
19. 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.
20. 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.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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.
23. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
24. 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.
25. 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) taking of a prize.
26. 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://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 entrant. 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.
27. 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**").

Annexure A

Retailer Vouchers

<i>Retail Shop</i>	<i>Value</i>	<i>QTY</i>
Aesop	\$50	2
Calibre Gift Card	\$500	1
Calibre Dual Belt	\$129	1
Calibre Fragrance	\$79	5
Dangerfield	\$50	2
Decjuba	\$30	20
Gorman	\$100	3
MJ Bale	\$200	2
Michael Hill	\$100	2
Peter Jackson	\$100	5
Politix	\$100	1
Shens Massage	\$40	19
Sunglass Hut	\$50	4
The Athletes Foot	\$80	4