

**Valentine's Day Spend and Win Terms & Conditions ("Conditions of Entry")**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in the Valentine's Day Spend and Win promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.
2. The promoter is Deepwater Woy Woy Pty Ltd as trustee for Deepwater Woy Woy Trust ABN 34 760 568 130, Deepwater Plaza 52 Railway Street, Woy Woy, NSW 2256 Australia. Ph: 02 4379 9999 ("**Promoter**").
3. This Promotion is open to persons aged 18 years or over who are a resident of the same State/Territory of the Participating Centre respective to their entry.
4. The promotion commences at:

**Deepwater Plaza** - 10:30am AEST on Thursday 13 February 2025 and ends at 12.30pm AEST on Saturday 15 February 2025 ("**Promotional Period**").

5. Participating Shopping Centres ("**Participating Shopping Centres**"):

Deepwater Plaza 52 Railway Street, Woy Woy, NSW 2256  
Australia

6. To enter, individuals must complete the following steps during the Promotional Period:
  - a) Spend \$50.00 or more in Centre from Thursday 13 February 2025 to at 12.30pm AEST on Saturday 15 February 2025. This \$50.00 can be accrued at all stores in Deepwater Plaza.
  - b) Once customers have completed the required spend, they can scan the QR code available in centre.
  - c) Agree to be entered into the promotion on the day they have spent \$50.00 or more in the Centre. By agreeing to go into the promotion the winner also agrees to be added to the Centre's email database to receive emails from that Centre. Entrants can unsubscribe at any time.
7. Valid and eligible entries will be accepted during the Promotional Period.
8. 1 x long stem rose giveaway to the first 150 customers between 10am and 1pm each day across the promotional period.
9. Only one (1) eligible entry per person will be accepted per day. By completing the entry method, the entrant will receive one (1) ~~entry~~.

**Prize Schedule:**

Prize Description	Number of this prize
1 x long stem rose	450

10. The total prize pool is **\$1,350.00 AUD**.
11. **Prize Conditions:** -- Prize is as stocks available or until stocks run out any ancillary costs associated with redeeming prizes are not included. Redemption of any gift cards is subject to any terms and conditions of the issuer including those specified on the gift card. Exact inclusions in any hamper/pack prize will be determined by the Promoter.
12. **Collection of prizes:** Prizes must be redeemed within the promotional period, there are no refunds for prizes and you cannot return, transfer, swap or trade a prize for anything else.
13. Employees (and their immediate family and/or those living in the same household) of agencies/companies directly associated with the conduct of this Promotion, Deepwater Plaza, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible 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.

14. **Prize Draws:**

- a) Entrants are eligible to win one prize per person within the campaign period. Customers must redeem their prize in person from the Deepwater Plaza Shopping Centre promotional stand. By accepting the prize you agree to have your photo taken and posted on the Deepwater Plaza social media pages.
15. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
  16. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
  17. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
  18. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
  19. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
  20. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
  21. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
  22. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
  26. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
  27. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
  28. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
  29. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which

breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

30. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
31. The Promoter, the Shopping Centre owner/s and their associated agencies, related companies, officers, employees and contractors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
32. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and Shopping Centre may use any such marketing and editorial material without further reference or compensation to them.
33. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.