

Terms and Conditions
Casula Mall
\$5 OFF ANY PHOTO PACKAGE

1. Information on how to claim your \$5 off any photo package form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Excluded from the promotion:
 - i. employees of Casula Mall, AMP Capital Shopping Centres Pty Limited, AMP, and their immediate family;
 - ii. tenants in the shopping centre and their immediate family;
 - iii. the staff of tenants in the shopping centres and their immediate family;
 - iv. the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family; and v. Immediate family means parents, siblings, spouse, children, and grandparents. Tenants means Lessees, Licensees and in the case of a corporation, its directors.
3. This promotion commences at 9.30am on Friday 12 November and concludes at 6pm on Tuesday 7 December 2021 or while stocks last.
4. To be eligible to participate in this Promotion and receive \$5 discount on your Santa Set pictures:
 - a. Customers must pre-book in a Santa Set session for the dates 29 November to 1 December and 6 December to 8 December. Booking must be within those dates only, excluding Pet Photography and Sensory Santa sessions.
 - b. Customers must purchase a Santa photography package worth \$29.95 or more.
5. To redeem the \$5 discount, customers must pre-book online for the dates listed above and for a package of \$29.95 or more excluding pet photography or sensory photography.
6. All participants in the promotion will be added to the Casula Mall e-Newsletter database and may be contacted via email or SMS from time to time.
7. No responsibility will be taken by Casula Mall for non-acceptance of the Gift.
8. The total prize pool (516 x \$5 discounts) is valued at \$2,580 AUD, or \$5 per booking.
9. Casula Mall accepts no responsibility or liability for any costs associated with the use of the prize other than the ones listed as part of the prize.
10. Rescheduling and cancellation will fall under Scene to Believe's cancellation policy however \$5 discount can not be carried over to a date outside the promotional period listed in point 4a.
11. Casula Mall accepts no responsibility or liability for personal injury that may occur as a result of acceptance of any gifts.
12. 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 to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process.
13. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to cancel the prize being issued at any time.
14. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b)

subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

15. 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 NSW ("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.
16. 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/use of a prize.
17. The Promoter collects personal information ("PI") in order to conduct the competition 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 www.ampcapital.com. 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 Australian 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 personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).
18. The Promoter is Casula Mall (ABN. 13 001 595 955), managed by AMP Capital Shopping Centres, 1 Ingham Drive, Casula Mall NSW 2170. Phone: 02 9821 1033