

**KELLYVILLE VILLAGE**  
**MOTHER'S DAY GIFT WITH PURCHASE**  
**TERMS AND CONDITIONS**

1. Information on how to enter and Prizes form part of these Terms and Conditions. Participation in this "Mother's Day Gift with Purchase" Promotion (the "Promotion") is deemed as acceptance of these Terms and Conditions. All times stipulated in these terms and conditions refer to NSW local time.
2. The Promoter is ISPT Pty Ltd (ABN 28 064 041 283), trading as Kellyville Village, 90 Wrights Road, Kellyville NSW 2155.

**ELIGIBILITY**

3. Subject to Condition 4, the Promotion is only open to NSW residents aged 18 years or over.
4. The following persons are ineligible to enter the Promotion:
  - (a) employees of the Promoter or any of the tenants or retailers in Kellyville Village or any of the Promoter's agencies that are associated with the Promotion;
  - (b) the 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 first cousin of an excluded employee; and
  - (c) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

**PROMOTION PERIOD**

5. This Promotion commences at 9.00am on Monday 5 May 2025 and closes at 2.00pm on Sunday 11 May 2025 or until all one thousand (1,000) prizes have been exhausted ("Promotion Period").
6. A participating retailer is any Kellyville Village retailer mentioned in **Item 3 of the Schedule**.

**ENTERING THE PROMOTION**

7. To enter the Promotion, eligible entrants must, during the Promotion Period, comply with the steps outlined in **Item 1 of the Schedule**.
8. There is a limit of one (1) prize per person, per day.
9. The Promotion is not available in conjunction with any other promotion or offer of the Promoter or any of its related body corporates.
10. Incomplete or indecipherable transaction receipts will be deemed invalid.
11. Entry into the Promotion is based on a minimum required spend.
12. Entrants must retain their original transaction receipt(s) as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Transaction receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
13. Transaction receipts for retailer purchases excluded from this promotion include corporate purchases, bill payments, pharmacy scripts and scheduled medicines, liquor, liquor products, tobacco products, expenditure

on gambling including but not limited to lotteries and instant scratch tickets and lay-by payments, except where the amount paid completed the transaction.

14. The issue of Prizes will cease at 2.00pm on Sunday 11 May 2025, or until all one thousand (1,000) Gifts have been exhausted.

## PRIZES

15. The Prizes to be awarded are specified in **Item 2 of the Schedule**.

16. The value of the total prize pool is \$5,850.00.

17. Prizes are to be redeemed during the Promotion period.

## WINNERS

18. There will be one thousand (1,000) winners only, with the winners determined on a first-in, first-served basis.

19. The first one thousand (1,000) entrants to present their Qualifying Transaction receipt(s) to the courtesy desk during the Promotion Period will be deemed winners.

20. Each winner will receive the Prize as described in **Item 2 of the Schedule**.

21. Winners must present their Qualifying Transaction receipt(s) and provide their full name and email address, for verification purposes and to claim prize.

## GENERAL

22. 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.

23. Redemption of the prizes for any goods or services are subject to the standard terms and conditions of the relevant providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited.

24. If the Prize (or any part of any prize) is unavailable due to unforeseen or other special circumstances, the Promoter in its reasonable discretion reserves the right to substitute the prize with a similar prize of equal or greater value, subject to any written directions from a regulatory authority.

25. Printing errors or other quality assurance matters outside the control of an entrant will not be used as the sole basis for refusing to award a prize.

26. At the end of the Promotion, all existing claims for prizes and entitlements to valid claims will be met notwithstanding the advertised prize pool has been exceeded.

27. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.

28. Entrants consent to the Promoter using the entrant's 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.

29. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age, and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who submits an entry that is not in accordance with

these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

30. 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.

31. The Promoter's decision is final, and no correspondence will be entered into in this regard.

32. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used. 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.

33. Any prize that is not supplied by the Promoter (or its related companies) in the ordinary course of its business is, for the purposes of the Promotion, supplied to prize winners by the third party that directly supplies the goods or services. By entering the Promotion, each entrant acknowledges that: (a) the Promoter, its agents and contractors have no liability to prize winners in respect of any loss, damage, cost, inconvenience or other disadvantage that may be suffered as a result of any defective or otherwise unsatisfactory goods or services supplied by a third party to a prize winner, or the failure to supply those goods or services to a prize winner; (b) it will not bring any claim against the Promoter, its agents or contractors in this respect.

34. Nothing in these Terms and Conditions limit, exclude or modify 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 State 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 their respective directors, officers, employees and agents) exclude 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.

35. Except any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective directors, officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a Prize.

## PRIVACY

36. Privacy: By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: automatically signing up to the Participating Shopping Centre's database, administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does it will tell you why. An access fee may be charged to cover the Promoter's costs of providing the information. The Promoter cannot guarantee the security of personal information provided. All personal information supplied will be securely held at all times in accordance with the Promoter's privacy policy which can be viewed here: <https://ispt.com.au/privacy-policy>

## **SCHEDULE**

### **Item 1 – Entry Process**

To enter the Promotion, eligible entrants must, during the Promotional Period:

1. Entry Method:

- a. Spend \$40 or more (maximum of two transaction receipts) at participating Kellyville Village specialty stores (“Qualifying Transaction”).
- b. After completing a Qualifying Transaction, individuals will be eligible to receive the Prize. In the event a transaction receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant’s responsibility to request one.
- c. After completing a Qualifying Transaction, eligible entrants must visit the Kellyville Village Gift with Purchase courtesy desk between 10.00am and 2.00pm (located near Coles entrance) during the Promotion Period, present their Qualifying Transaction receipt(s) to courtesy staff, have their full name, email address and transaction details recorded. Once the eligible entrant’s details have been recorded, the eligible entrant will then receive the Prize (Kellyville Village branded glass drink bottle).

### **Item 2 – Prizes**

There are 1,000 Prizes to be awarded in this Promotion as follows:

- i. 1,000 x Kellyville Village branded glass drink bottles
- ii. Each winner will receive one (1) drink bottle. Drink bottle branding colours vary and customers may not receive the colour of their choice.

(the “Prize”)

For clarity, the Prize must be claimed between 10.00am and 2.00pm daily during the Promotion Period. Prizes are available on a first-in, first-served basis. The first 1,000 customers to present their Qualifying Transaction receipt(s) to the courtesy desk staff will receive the Prize.

### **Item 3 – Participating Kellyville Village Stores**

3G Mobile Phone Repair Centre

Bakers Delight

Brow Designers

Caffe Cherry Beans

Coles

Crown Charcoal Chicken

Donut King

Dough Time

Finesse Hair

Franky & Co

Gati Thair Restaurant

Golden Palace

Health Centre Point

Healthland Remedial Massage

Hills Kebabs

Kellyville Fresh Seafood  
Kellyville Newpower  
Kellyville Optical  
KFC  
MakiMoto Kellyville  
Mycar Tyre & Auto  
Nails 4 U  
National Pharmacies  
Nature's Fresh 4 Less  
Neat & Fit Drycleaner & tailor  
Pasqualina's Café  
Patrico Jewellers  
Settle Petal  
Sharetea  
Simone Louise Boutique  
Star Car Wash  
Subway  
Sushia  
The Grooming Room Barber Shop  
The Local trade  
The Reject Shop  
TSG Kellyville  
Urban Spa  
Wright's Tender Meats  
Zest Patisserie