

Melbourne Central - The Returning Terms & Conditions ("Conditions of Claim")

Overview: The Returning is a shop located on Level 2 of Melbourne Central opposite Country Road. The Returning is a place for people to come and return brand new items bought anywhere (other shopping centres, online, overseas), and in exchange, we the Promoter will provide you a Melbourne Central Gift Card of the value on the receipt, subject to the limits described herein.

Schedule				
Promotion:	Melbourne Central - The Returning			
Promoter:	GPT Management Holdings Limited ABN 67 113 510 188, 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000, Australia.			
Shopping Centre:	Melbourne Central, Cnr La Trobe St &, Swanston St, Melbourne VIC 3000			
Promotional Period:	Start date: 13/12/19 at 02:00 pm AEDT End date: 27/12/19 at 06:00 pm AEDT or once the cap on total value of gifts cards to be awarded is reached			
The Returning Opening Hours/gift pool cap per day:	DATE	OPEN	CLOSE	Budget Cap
	Friday, 13 December 2019	14:00	20:00	AUD \$2,000
	Saturday, 14 December 2019	14:00	20:00	AUD \$2,000
	Sunday, 15 December 2019	14:00	20:00	AUD \$3,000
	Monday, 16 December 2019	14:00	20:00	AUD \$3,000
	Tuesday, 17 December 2019	14:00	20:00	AUD \$4,000
	Wednesday, 18 December 2019	14:00	21:00	AUD \$6,000
	Thursday, 19 December 2019	14:00	21:00	AUD \$6,000
	Friday, 20 December 2019	14:00	21:00	AUD \$6,000
	Saturday, 21 December 2019	12:00	18:00	AUD \$2,000
	Sunday, 22 December 2019	12:00	18:00	AUD \$2,000
	Monday, 23 December 2019	12:00	18:00	AUD \$2,000
	Tuesday, 24 December 2019	12:00	18:00	AUD \$2,000
	Thursday, 26 December 2019	12:00	18:00	AUD \$5,000
Friday, 27 December 2019	12:00	18:00	AUD \$5,000	
Eligible claimants:	Subject to the exclusions referenced in clause 4 below, any person may participate in this Promotion. However, any person under the age of 18 must have parent or legal guardian approval to participate in this offer.			
How to Claim:	<p>To claim a Melbourne Central gift card, simply visit the Returning (located on Level 2 of Melbourne Central, opposite Country Road) during its opening hours, and present a 'brand new' item you have bought anywhere (e.g. another shopping centre, online, overseas, etc) along with your receipt for the purchase to a promotional staff member and they will keep your item and exchange it with a Melbourne Central gift card to the value of your item (as specified on the receipt).</p> <p>For each day The Returning is open, there is a set cap on the total value of gift cards to be awarded (see above), and once the cap is met, the Promoter will no longer accept returns that day. If the cap for a certain day if not met, the amount left will rollover to the next day the Returning is open.</p> <p>26 & 27 Dec 2019: On 26 & 27 December 2019 ONLY, The Returning will accept items without a receipt, as long as they are brand new. The customer must present the promotional staff with the current online price of the exact item on the day. Staff members also have the right to search for the item themselves online. Customers will only receive the lowest online value found online, in the form of a Melbourne Central gift card.</p>			

	<p>The maximum amount redeemable by a claimant for a return is AUD\$200 (awarded as credit on a Melbourne Central gift card). A claimant may choose to return an item valued at more than AUD\$200 but will never receive more than an AUD\$200 Melbourne Central gift card.</p> <p><u>Further Applicable Conditions:</u></p> <ul style="list-style-type: none"> • From 11 Dec – 24 Dec, a receipt is necessary to return an item. However, the Promoter will accept online receipts as well. Online receipt must be sent to melbournecentral.marketing@gpt.com.au for validation. • Purchase of item must have been made in the last 30 days, to classify as a ‘brand new’ item. • Items must have tags/original packaging – no used items will be accepted. If staff believe that an item has been used, they can reject it. • Promotional staff will NOT accept cigarettes, alcohol, gambling items (scratchies etc), live animals, perishables or other gift cards as items for return. • Promotional staff have the right to reject any item that they believe does not fit within the requirements for an eligible item for return under these terms. • Customers also have the option of exchanging their brand new item with another of equal or lower value from The Returning, as determined by staff at The Returning. • Customers can also purchase items at The Returning without returning anything (payment only accepted via Paypass). Prices for any items will be as listed by staff in store. • Once a product is provided to staff at The Returned store and exchanged for a gift card or any other item in store, the customer may not claim back their initial product. • All items are final sale, and we the Promoter not accept repeated returns of the same item. • Customers may also exchange their item for a product of lesser value, and receive the remaining amount on an Melbourne Central gift card. • If a customer purchases an item at The Returning or exchanges an item for another product, then they will not be permitted any refund or their item back for change of mind. • For any product for which a receipt is provided or item is found online in a currency other than Australian Dollar, sales staff will use the Google currency converter feature to determine the value of the item for the purposes of valuing the item for this Promotion. • All funds and products will be donated to Melbourne City Mission
<p>Claims permitted:</p>	<p>Maximum value of returns permitted per person each day is AUD\$200.</p>
<p>Melbourne Central Gift Card Terms & Conditions:</p>	<ul style="list-style-type: none"> • The Melbourne Central Gift Card should be treated like cash. Defaced, mutilated, altered, lost or stolen cards will not be replaced, refunded or redeemed. • The Melbourne Central Gift Card is redeemable for merchandise or services at all Melbourne Central stores, where EFTPOS is available. • The Melbourne Central Gift Card is not redeemable for cash and cannot be used for the payment of credit or retailer accounts, nor used at ATM’s to withdraw cash. • Individual Melbourne Central retailers are not required to accept the Melbourne Central Gift Card for any purchase under the value of \$10. • Melbourne Central Gift Cards issued from 1 November 2018 onwards are valid for 36 months from the date of issue, and must be redeemed before the date of expiry. • The Melbourne Central Gift Card will be void and cannot be redeemed after the date of expiry. Once expired, the Melbourne Central Gift Card cannot be reloaded. • The Melbourne Central Gift Card is partially redeemable. It is up to the cardholder to use the full value before the date of expiry. Cash change will not be given for any unused balance. • Any unused balance on expiry of the Melbourne Central Gift Card will not be refunded or credited. • Where the cost of any purchase exceeds the available card balance, the cardholder will be required to make up the difference with another payment method. • The cardholder is liable for all transactions on the gift card, except to the extent to which there has been fraud or negligence by Melbourne Central, The GPT Group or any of our employees. • You can check your card balance at any time by calling 1300 764 721 or visiting givvkiosk.com and clicking on check balance. • Melbourne Central and The GPT Group reserves the right to change any of the terms contained in these Terms of Use at any time. Changes to the Terms of Use will be available on the Melbourne Central website, or at the Customer Service Desk.

	<ul style="list-style-type: none"> • Call 1300 764 721 or visit the Customer Service Desk if you have any reason to believe that an error has occurred in relation to your Melbourne Central Gift Card. • Please refer to our Privacy Policy on how personal information will be treated.
How to use Melbourne Central Gift Cards:	<ul style="list-style-type: none"> • Take your Melbourne Central Gift Card to any Melbourne Central store where EFTPOS is available. • Simply swipe the Melbourne Central Gift Card, select 'Savings' on the EFTPOS terminal. • Enter the PIN number on the back of the Gift Card and press OK. • Melbourne Central Gift Cards issued from 1 November 2018 onwards are valid for 36 months from the date of issue. • Check your Melbourne Central Gift Card balance and transaction history by calling 1300 764 721 or visiting givvkiosk.com and clicking on check balance. • Any Melbourne Central Gift Card that is damaged or faulty at time of issue will be replaced at no extra cost. Please visit the Melbourne Central Customer Service Desk or call 1300 764 721 for assistance. • Please be aware of the Melbourne Central Gift Card's remaining balance before making a purchase - if the total cost of items purchased is greater than the balance of the card, you will be required to make up the difference with another payment method.

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that participating in The Returning shop promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Shopping Centre, the Promoter, their tenants, distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Any ancillary costs associated with redeeming a gift card are not included. Any unused balance of a gift card will not be awarded as cash. Redemption of a gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
6. If a gift card is claimed by a person under the age of 18, the gift card may be awarded to the claimant's parent or guardian or a nominated parent/guardian may be required to accompany any person under 18 years of age before the gift card is awarded.
7. Any gift card claimed is not redeemable for cash or any other prize and is not transferable, unless otherwise specified in writing by the Promoter.
8. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information may 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 (Cth) and its privacy policy which is located at www.gpt.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to enter or

claim a prize in the Promotion. The Promoter may transfer claimants' personal information to countries specified in the Promoter's privacy policy.

10. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).
11. 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 claims, or suspend or modify a gift.
12. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
13. The Promoter reserves the right to disqualify claims and claimants in the event of non-compliance with these Conditions of Claim 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, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
14. 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 wilful misconduct) in connection with this Promotion or accepting or using any gift or product obtaining in conjunction with this Promotion (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).
15. The claimant 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.
16. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.