

**Phoenix Shopping Centre
Phoenix Cash Card Promotion**

TERMS AND CONDITIONS

Promoter

The Promoter is Phoenix Shopping Centre, ABN 21 594 745 244, 254 Rockingham Road, Spearwood WA 6163.

How to Enter

To participate in the Phoenix Cash Card Promotion:

a) Customers must register for a free Phoenix Cash Card. Every customer who registers will receive a Phoenix Cash Card with a unique membership number. **b)** Registrations take place from 9am Monday 22 February 2010 onwards on an ongoing basis. Registrations will be taken at a hostess booth in the Coles mall at Phoenix Shopping Centre from 22 – 27 February 2010. After this time, registrations will be taken at Centre Management during office hours. Centre Management office hours are 8.30am – 5pm Mondays, Tuesdays, Wednesdays and Fridays, 8.30am – 9pm Thursdays and 9am – 5pm Saturdays. **c)** There is no spend required to register for a Phoenix Cash Card. **d)** Customers may register for a Phoenix Cash Card once only. **e)** To register, customers must provide their name, postal address, contact phone number and email address. **f)** The total competition prize is valued at \$5200 and consists of a weekly prize draw for 52 weeks of \$100 in Phoenix Cash Gift Vouchers. The competition prize is valid for 3 months. **g)** Phoenix Cash Gift Vouchers are not redeemable at the following stores: Big W, Woolworths, Woolworths Liquor, Coles, Dick Smith Electronics, Phoenix Post Office & Phoenix Lotto Kiosk. **h)** The promotion commences at 9am Monday 22 February 2010 (WST). **i)** The weekly competition prize draw will take place at 9am (WST) each Monday. Where the Monday falls on a public holiday, the prize will be drawn and displayed from 9am (WST) the following day. **j)** Monday 1 March 2010 is a public holiday, therefore the first prize draw for this promotion will take place at 9am (WST) on Tuesday 2 March 2010. **k)** A weekly prize draw will take place at Phoenix Shopping Centre for a period of 52 weeks. \$100 in vouchers is the weekly prize amount. **l)** The winning weekly member number and jackpot amount will be displayed on a poster in the mall opposite Woolworths at Phoenix Shopping Centre until 9am (WST) the following Monday after the weekly prize draw. **m)** The winner will not be notified in any other way than having their member number displayed on this poster. **n)** If the weekly prize is not claimed by 9am the following Monday, that week's winner is no longer eligible to claim the prize. **o)** A new winner will be drawn at this time and the prize will jackpot by \$100 in Phoenix Cash Gift Vouchers each week until the prize is claimed. **p)** Once claimed, the prize will return to a \$100 Phoenix Cash Gift Voucher value for the following week. **q)** The final prize draw will take place at 9am Monday 21 February 2011 (WST). **r)** The final prize will be available until 9am Monday 28 February 2011 (WST). Should the final prize not be claimed by this time, it will be re-drawn on a weekly basis until claimed. **s)** The weekly prize will be drawn by an electronic random integer generator. **t)** A member number is eligible to be drawn on more than one occasion during the course of this promotion. **u)** The judge's decision is final and no correspondence will be entered into.

Conditions of Participation

1) Only persons aged 18 years or older may register for a Phoenix Cash Card. **2)** The prize cannot be exchanged, transferred or redeemed for cash. **3)** Entry to the competition is open to all persons residing in WA except employees and tenants of Phoenix Shopping Centre and their immediate family, employees of Savills and their immediate family, employees of Volley Investments Pty Ltd and their immediate family, the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family. Immediate family means parents, siblings, spouse, children, grandparents and grandchildren. Tenants means Lessees, Licensees and in the case of a corporation, its directors. **4)** Each customer's entry details will be recorded and the information will be used exclusively by the Promoter for marketing purposes only. **5)** The Promoter agrees to keep confidential all personal details obtained by the Promoter during the Promotional Period. **6)** By entering the promotion you give the Promoter consent to use your information for further marketing and promotions until you say otherwise. **7)** The Promoter reserves the right to use the name of the competition winner for marketing and publicity purposes. **8)** The competition prize winner agrees to participate in publicity or advertising as requested by the Promoter. **9)** In order to claim the competition prize, the winning entrant must attend the Phoenix Shopping Centre, Centre Management Office and present their Phoenix Cash Card Membership Card and proof of identity photo ID.

Liability

1) The Promoter and any companies associated with this competition accept no responsibility for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a consequence of the use and enjoyment of any item gained via the competition prize except for any liability which cannot be excluded by law. **2)** The Promoter is not responsible for transport costs for the winner to collect the prize or to attend the prize event. **3)** If for any reason this competition is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the promotion. **4)** The Promoter reserves the right to disqualify any individual, and to cancel, terminate, modify or suspend the promotion subject to the approval of the gaming authorities in Western Australia where required. **5)** The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by competition entrants or by any of the equipment or programming associated or utilised in this competition, or by any technical error that may occur in the course of administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries. **6)** If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.