

**TERMS AND CONDITIONS FOR
GROW YOUR OWN GARDEN KIT GIFT-WITH-FACEBOOK-FOLLOW PROMOTION**

1. Participation in this Promotion and information regarding redemption of any Gifts forms part of these terms and conditions. Participation In this GROW YOUR OWN GARDEN KIDS KIT GIFT-WITH-FACEBOOK-FOLLOW PROMOTION (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local time.
2. Subject to condition 3, this Promotion is only open to NSW residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
3. The following are ineligible:
 - (i) employees of the Promoter (MINTUS INVESTMENTS PTY LTD ATF The Retail Investment Trust 4), the tenants or Tenant’s employees or any of the Promoter’s agencies that are associated with the Promotion;
 - (ii) the spouse, defacto, spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
4. This Promotion runs from 9am on Saturday 18th September 2021 and ends at 4pm on Sunday 2nd October 2021 or when the Gifts have been exhausted (“Promotional Period”).
5. To enter, participants must during the Promotional Period:
 - (a) ‘Follow’ the official Grove Square Facebook page
 - (b) Tag a friend in the comment section on the promotional post
 - (c) Present proof of the above requirements by presenting their Facebook page to The Grove Square Customer Care Desk at Grove Square - The Hills.
6. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 22.
7. Subject to clause 6.5, after presenting participant’s Facebook page in accordance with clause 3, participants will immediately receive one Gift. Participants are entitled to receive up to 3 Gifts per Facebook follow.
8. The redemption of the Gift will take place at Customer Care Grove Square-The Hills (located near Kaisercraft). Customer Care during the Promotional Period is open Saturday 18th September 2021 – Sunday 2nd October 2021 (excluding Mondays) from 9:00 am – 5:00 pm (Tuesday – Wednesday), Thursday: 9:00 am – 9:00 pm, Friday: 9:00 am – 5:00 pm, Saturday: 9:00 am – 4:00 pm and Sunday: 10:00 am – 4:00 pm. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a Gift.
9. The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods and/or services awarded as a Gift.
10. The Gift is subject to the standard terms and conditions of individual product and service providers. If for any reason a participant does not take the Gift or an element of the Gift at the time

stipulated, then the Gift or that element of the Gift will be forfeited and will not be redeemable for cash. If the participant is under the age of 18, the prize will be awarded to their parent or guardian.

11. If any Gift (or part of any Gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the Gift (or that part of the Gift) with a Gift of equal value and/or specification, subject to any written directions from a regulatory authority.

12. The Gift, or any unused portion of the Gift, are not transferable or exchangeable and cannot be taken as cash.

13. A maximum of 200 Gifts are available during the promotional period.

14. All Participants consent to the Promoter using the Participant'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.

15. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant 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.

16. 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, then 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.

17. The Promoter's decision relating to the Promotion and/or redemption of the Gifts is final and no discussions or correspondence with participants or any other person will be entered into.

18. The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to applicable laws.

19. 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").

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (MINTUS INVESTMENTS PTY LTD ATF The Retail Investment Trust 4 trading as Grove Square - The Hills including their respective 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 the promotion, including (but not limiting): (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 the prize.

21. The Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. **By entering this promotion, the participant consents to their personal information being utilised for the Promoter's current and future promotional activities.** By entering the entrant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email admin@mintus.com.au or write to the Marketing Manager, Centre Management Office Grove Square – The Hills, 375 – 383 Windsor Rd, Baulkham Hills, NSW 2153. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit the Centre Management Office at Grove Square The Hills or to request a copy, please email Centre Management. All entries remain the property of the Promoter.

22. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.

23. The "Promoter" is MINTUS INVESTMENTS PTY LTD (ACN 641 862 400) ATF The Retail Investment Trust 4 trading as Grove Square The Hills, 375 – 383 Windsor Rd, Baulkham Hills, NSW 2153