TERMS AND CONDITIONS

Settlement City Shopping Centre – 12 Days of Christmas Giveaway's

1. The Promoter is Farrell Heidelberg Pty Ltd (ACN 147 265 316) as Trustee for Essential Services Trust No.23 (ABN 65 861 391 895), Level 8, 468 St Kilda Road, Melbourne, Victoria, 3000 (**Settlement City Shopping Centre**). Contact number is 02 6583 7377.

2. Only residents of Australia aged 16 years or older are eligible for the giveaway. Participants under 18 years of age must obtain prior permission of a parent or guardian over the age of 18 years to enter the giveaway, evidenced by the parent or guardian signing the entry form.

3. The following person(s) are ineligible to enter the giveaway:
employees of:
   (a) the Promoter; and
   (b) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors; or
   (c) members of the Immediate Families of the employees referred to a paragraph 3(a).

   Immediate family means any of a spouse or domestic partner, ex- spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

4. The giveaway commences at 9AM AEDT on Tuesday 1st December 2026 and closes at 4pm Saturday 12th December 2026. T he Promoter may extend the giveaway Period at its sole discretion. Details of any Extended giveaway Period will be posted on the Promoter's website and social media platforms. References in these terms and conditions to the giveaway Period include any Extended giveaway Period, where applicable.

5. The prize for the giveaway is a mixture of:
   1. Twelve (12) Settlement City and Settlement City retailers gift cards all valued at different amounts.

7. To enter, the Participant must:
   (a) Spend $100 or more in participating stores, excluding Woolworths and Big W.
   (b) Scan QR codes located around the centre.
   (c) Fill in the form and upload a copy of receipt to enter the draw

8. For the Participant to be eligible to compete in the giveaway, the Participant must enter the giveaway:
   (a) within the giveaway Period.
   (b) in the strict manner specified in these terms and conditions.

9. The gift cards/vouchers are not redeemable for cash.

10. The gift cards/vouchers are personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.

11. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen gift cards/vouchers once they are claimed.

12. Giveaway winners will be selected at random from all eligible entries received by the close of business on each applicable draw date. The draw will take place at the Centre Management Office. Winners will be notified by the Promoter via phone and/or email using the contact details provided at the time of entry.

13. The Promoter's decision is final, and no correspondence will be entered into.

14. By entering into the giveaway, the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.

15. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the giveaway. In the event that a winner cannot provide suitable proof, the winner will forfeit the giveaway in whole, and no substitute will be offered.

16. The gift cards/vouchers must be collected from the Participating Centre's Centre Management Office in person by Friday 18th December 2026 by 5pm. If the winner is under the age of 18 years, the winner's parent or guardian must accompany the winner in order to collect the gift card/voucher and the gift card/voucher will be awarded to the winner's parent or guardian.

17. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the giveaway or any gift card/voucher. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

18. The Promoter may conduct such further judging of entries if, despite using all reasonable efforts, the original winners cannot be contacted, at the same place as the original judging as is necessary by 5PM AEDT on 18th December 2026 to distribute any unclaimed gift cards/vouchers.

19. All entries become the property of the Promoter.

20. The Promoter may cancel the giveaway and not award the gift cards/vouchers where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the gift cards/vouchers. Should the Promoter cancel the giveaway the Promoter will:
    (a) advertise that the giveaway has been cancelled by placing a notice on the Participating Centre's website, as well as the social media platforms.
    (b) promptly destroy all entries received; and
    (c) not use the personal information that any Participant has provided on the entry form.

21. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gift cards, lost or stolen gift card or misuse of any gift card. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift card(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

PRIVACY STATEMENT

Personal information you provide to The Promoter by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this giveaway including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Participating Centre. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the giveaway. We are required or authorised to collect your personal information under laws such as the *Gambling Regulation Act 2003 (VIC), Lotteries and Art Unions Act 1901 (NSW), The Gaming and Wagering Commission Act 1987 (WA)*, *The Office of Liquor and Gaming Regulation Lotteries Act 1997* and other relevant laws and regulations subject to approval of the gaming authorities in each State and Territory where required.

We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals, and which is reasonably necessary for the giveaway or our other business activities.

We may disclose your personal information to other Fawkner Property Group entities, or a third party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, Investor Centre | Fawkner Property. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with.

References to ‘we’ and ‘us’ in this statement include the owners of the Participating Centre/s.