

## QV MELBOURNE / QV FOOD HALL SPEND \$15 GET \$15

### Terms and Conditions

1. These terms and conditions apply to participants of the 'QV Food Hall Spend \$15 Get \$15' Centre Offer ("Offer"). Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Funds Management Limited, ABN 24 060 920 783 as Trustee for Dexus CPA Trust and Victoria Square QV Investments Pty Limited of Cnr Lonsdale and Swanston Streets, Melbourne, VIC 3000.
3. This Offer will be conducted at QV Melbourne, Cnr Lonsdale and Swanston Street, Melbourne, VIC 3000, (03) 9207 9200 ("Centre").

### ELIGIBILITY

4. This Offer is only open to residents of Australia aged 18 years or over who are able to attend the Centre at between 4pm and 8pm AEST from Monday 28<sup>th</sup> July to Sunday 17<sup>th</sup> August 2025.
5. The following individuals are ineligible to participate in the Offer:
  - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Offer;
  - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
  - c. any person who the Promoter has previously notified is not permitted to participate in the Promoter's offers.

### OFFER PERIOD

6. This Offer commences at 4pm AEST on Monday 28<sup>th</sup> July 2025 and ends at 8pm AEST on Sunday 17<sup>th</sup> August 2025, or until gift stocks run out (whichever is first) ("Offer Period").

### CLAIM INSTRUCTIONS

7. To claim, eligible individuals must, during the Offer Period:
  - a. Spend \$15.00 or more at one or more participating retailers as specified in Schedule 1 in up to two transactions. ("Qualifying Spend");
  - b. locate and scan the QR code on promotional material displayed throughout the Centre with your smartphone or visit [https://www.qv.com.au/food-hall-spend-\\$15-get-\\$15](https://www.qv.com.au/food-hall-spend-$15-get-$15) ("Website"), locate the claim page and fill out and submit the online claim form, including by uploading the image/s of your itemised Qualifying Spend receipt/s and providing your name, email address, phone number and all other requested information;
  - c. upon successful validation of your claim (allow up to one business day), you will receive an email and SMS with instructions on how to claim your gift;
  - d. if your claim is not successful, you will be notified by email.

8. For clarity, you may use up to two receipts from one or more participating retailers to comprise your Qualifying Spend and to claim on the same day you make your Qualifying Spend.
9. The following receipts are not accepted as part of this Offer:
  - a. receipts from the purchase of tobacco, lottery tickets or gift cards; and
  - b. receipts from the purchase of goods or services which have subsequently been refunded before you have completed your claim.
10. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.

## **CLAIM LIMITS**

11. There is a limit of 1 claim per eligible person per week of the Offer Period.
12. Each claim must be submitted separately in accordance with these Terms and Conditions. For clarity, you cannot use the same Qualifying Spend receipts for multiple claims.

## **GIFTS**

13. There are 3,000 gifts available for the entire Offer Period. 1,000 gifts will be available per week, while stocks last, awarded on a first-in basis. Week One commences 4pm AEST on Monday 28<sup>th</sup> July 2025 and ends 8pm AEST on Sunday 3<sup>rd</sup> August 2025. Week Two commences 4pm AEST on Monday 4<sup>th</sup> August 2025 and ends 8pm AEST on Sunday 10<sup>th</sup> August 2025. Week Three commences 4pm AEST on Monday 11<sup>th</sup> August 2025 and ends 8pm AEST on Sunday 17<sup>th</sup> August 2025.
14. The gift is a Pays-Enabled Digital QV Food Hall Prepaid Gift Card valued at \$15.00.
15. To activate your Pays-Enabled Gift Card:
  - a) Click on the link in the text message to 'Redeem' your Digital QV Food Hall Prepaid Gift Card. You have 2 months from the issuance date to activate the Card.
  - b) You must have an Australian mobile number to activate.
  - c) You may need to enter your mobile number and the activation code that was provided in the SMS.
  - d) When your Digital QV Food Hall Prepaid Gift Card is displayed, click "Add card to wallet" and follow the prompts to add your Card to your phone's mobile wallet (e.g. Apple Pay, Google Pay or Samsung Pay).
  - e) Use the card in the mobile wallet for purchasing goods and services in the participating stores within the Shopping Centre associated with your claim.
  - f) Once activated you have 12 months to use your Card. You can check the balance and the expiry date of your card by returning to the link in the SMS and following the steps. Should you have multiple cards, you can view and manage all cards by downloading the Vault Payments App.
16. Any ancillary costs associated with redeeming the Digital QV Food Hall Prepaid Gift Card ("the Card") are not included. The Card must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Card any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in the Vault Payments

App. The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 ("Vault"). See [www.vaultps.com.au/terms-conditions](http://www.vaultps.com.au/terms-conditions) for terms and conditions. This card can only be used at participating retailers as specified in Schedule 2 located on level one, Food Hall, QV Melbourne.

17. Total gift pool valued at up to \$45,000.00.

## **UNCLAIMED GIFTS**

18. There will be no unclaimed gifts as gifts will be automatically awarded to successful claimants via SMS to the mobile number associated with their entry. It is a claimant's responsibility to ensure that they enter their phone number correctly. If they fail to enter their phone number correctly, the gift will be forfeited.

## **PROOF OF PURCHASE**

19. You must keep your Qualifying Spend itemised receipt/s as proof of purchase for each of your claims. Your Qualifying Spend receipt/s must clearly identify whether the Qualifying Spend was made, the product/s purchased (of which must be/comprise the Qualifying Spend) and the date of purchase (which must be during the Offer Period, before you claim).
20. If you don't produce the above proof of purchase for each of your claims when asked, the Promoter may disqualify each of your claims and you will lose any right to a gift.
21. Proof of purchase must be identical to that provided by you with your claims.
22. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.

## **GENERAL**

23. You must not:
- a. tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
  - b. engage in any conduct that may jeopardise the fair and proper conduct of this Offer;
  - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Offer;
  - e. breach any law;
  - f. breach any "community guidelines" issued by the Promoter from time to time, published at [qv.com.au](http://qv.com.au); or
  - g. behave in a way that is otherwise inappropriate.
24. If relevant, incomplete, indecipherable or illegible claims will be deemed invalid.
25. If there is a dispute as to the identity of the participant, the Promoter reserves the right to determine the identity of the participant.

26. Gifts are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. Gifts and all elements of gifts must be taken as and when offered. If for any reason a successful claimant does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
27. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.
28. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift or part of a gift with an equal or higher value and/or specification, subject to any written directions from a regulatory authority if applicable.
29. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
30. Participants consent to the Promoter using the participant's name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
31. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting participating retailers) and participants (including a participant's identity, age and place of residence) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
32. If this Offer is interfered with 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 to the fullest extent permitted by law to (a) disqualify a participant engaging in unauthorised intervention or fraud; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate and if applicable, subject to any written directions from a regulatory authority.
33. If any dispute arises concerning the conduct of this Offer, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
34. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a participant to automatically claim repeatedly is prohibited and will render all claims submitted by that participant invalid.
35. Your claim must be received during the Offer Period (or as otherwise specified in these Terms and Conditions) and will be deemed to be received only when received by the Promoter. If online or SMS claiming is available, you will receive a return message confirming your claim. You are responsible for

your own costs associated with claiming. If you claim using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

36. The Promoter is not responsible for any tax implications arising from you claiming a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
37. 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 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
38. The Promoter (including their respective 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 Offer, including without limitation:
- a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any claim or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in the gift value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a participant; or
  - f. use of the gift,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

39. This Offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

## PRIVACY

40. In order to conduct this Offer, the Promoter needs to collect personal information about each participant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, if required, to Australian regulatory authorities. Participation in the Offer is conditional on providing this information.
41. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the participant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Offer. The Promoter may use your personal information for such other purposes as set out in the Dexu Group Privacy Policy, which is available at <http://www.dexu.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United

States, Europe and the Asia-Pacific region.

42. The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how Australian participants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.

### **Schedule 1 – Participating Retailers: Qualifying spend**

- Bakmi Lim Noodle Project
- Boost Juice
- Breadtop
- Bricklane Bagels
- Bubble Cup
- Chunky Town
- Disc Tawain Wheel Cake
- Dragon Hot Pot
- Hola Mexico
- Jojo Little Kitchen
- Joey's Doughies
- Local Hero Singapore
- Mondo Di Pasta
- Mr Teriyaki
- Mumuyo
- Oishii Sushi
- Old Man Pho
- Phoenix Kitchen
- Puzzle Coffee
- Shanghai Street Kitchen
- Soul Origin
- Souperman
- Spice Kitchen
- Thailander

### **Schedule 2 – Participating Retailers: Pays-Enabled QV Food Hall Prepaid Gift Card:**

- Bakmi Lim Noodle Project
- Boost Juice
- Breadtop
- Bubble Cup
- Chunky Town
- Disc Tawain Wheel Cake
- Dragon Hot Pot
- Hola Mexico
- Jojo Little Kitchen
- Joey's Doughies
- Local Hero Singapore
- Mondo Di Pasta
- Mr Teriyaki
- Mumuyo
- Oishii Sushi
- Old Man Pho
- Phoenix Kitchen
- Puzzle Coffee
- Shanghai Street Kitchen
- Soul Origin
- Souperman
- Spice Kitchen
- Thailander