

## **TERMS AND CONDITIONS – STOCKLAND CLEVELAND FACEBOOK COMPETITION**

<b>SCHEDULE</b>	
<b>Item 1: Promotion Name</b>	<b>Comment for your chance to WIN a Pandora Signature Ring</b>
<b>Item 2: Promoter</b>	Stockland Property Management Pty Limited ABN 22 000 059 398 of Level 25, 133 Castlereagh St, Sydney 2000
<b>Item 3: Prize Pool</b>	The winner will receive a Pandora Signature Ring valued at \$99.00

### **1 Introduction**

- 1.1 Participation in this Competition and information regarding redemption of any prizes forms part of these terms and conditions.
- 1.2 By submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from the Centre Management Office.

### **2 Privacy and Collection Notice**

This Notice explains how the Promoter and its affiliates ("We"), manage your personal information and complaints. More information can be found on our Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm>.

- 2.1 **We collect your personal information** directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
- 2.2 **We will use your personal information primarily** to conduct the competition, advise if you are a winner, and provide information about the products and services you have requested offered by us and our affiliate retailers. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your entry.
- 2.3 **We may disclose your personal information**, including updates to consultants, agents or contractors acting on Stockland's behalf, parties to whom Stockland has outsourced various functions, our related parties, entities and trusts and regulatory authorities where required by law. We may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers.
- 2.4 **Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint**, and how we will deal with the complaint.
- 2.5 **You may contact us by email** at: [privacy@stockland.com.au](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

### **3 Duration**



- 3.1 This Competition runs from 9am Thursday 1<sup>st</sup> February until 9am Wednesday 14<sup>th</sup> February 2018 (“**Competition Period**”).

## 4 Eligibility

- 4.1 This Promotion is only open to all residents of QLD. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition. Entrants must be at least 13 years or older.
- 4.2 Directors, officers, management, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. ‘Immediate families’ means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.
- 4.3 If the entrant is under the age of 18 years, the prize will be awarded to the winner’s nominated parent or legal guardian.

## 5 Method of entry

- 5.1 To enter, entrants must:
- (a) Comment on the Facebook post, answering this question ‘How do you celebrate the ones you love’.
- 5.2 Only one nomination is allowed per person (per Facebook account).
- 5.3 Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of the Promoter’s business without the payment of any further fee or compensation. The entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded the prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. The Promoter reserves the right to verify that the entry is the entrant’s original work. If an entry cannot be verified to the Promoter’s satisfaction, the entry will be deemed invalid.
- 5.4 An entry cannot be modified after it has been submitted.
- 5.5 Entries must not have been published previously and/or used to win prizes in other competitions.
- 5.6 Entry in the Competition is free (excluding internet connection charges). Entrants are limited to one ‘single’ entry, per person per month. Multiple entries from the same person will be disqualified.
- 5.7 The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.
- 5.8 Entries must be received by 9am on Wednesday 14<sup>th</sup> February 2018. The time of entry will in each case be the time the entry is received by the Promoter’s database and not the time of transmission by the entrant. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries including delays in the delivery due to technical disruptions, network congestion or for any other reason. The Promoter or its affiliates accept no responsibility for entries not received by the closing date for any reason whatsoever.
- 5.9 Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.
- 5.10 Should an entrant’s details change during the Competition Period, it is the entrant’s responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.



- 5.11 All entrants warrant to the Promoter that the above entry requirements have been met.

## **6 Draw**

- 6.1 This Competition is a game of skill, chance plays no part in determining the winner.
- 6.2 All valid entries received during the Competition Period will be judged at Stockland Cleveland.
- 6.3 Each valid entry will be individually judged based on its originality and creative merit of the nature of the post and text relating to the particular subject matter of the competition as stated in clause 5.1(a).
- 6.4 The best entry as judged by the Promoter or its representatives (Judges) will be deemed the winner of the Competition.

## **7 Prizes**

- 7.1 The total Prize Pool for this Promotion equals \$99.00 (inclusive of GST). All prize values are in Australian Dollars and correct at the time of printing.
- 7.2 The prizes are not transferable, redeemable or exchangeable for cash.
- 7.3 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

## **8 Notification**

- 8.1 Prize winner will be notified by a post on Facebook on Wednesday 14<sup>th</sup> February 2018.

## **9 Prize collection**

- 9.1 The prize winner must collect their prizes from the Promoter at Customer Care unless otherwise informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize. The Prize must be collected by Monday 14<sup>th</sup> May 2018. If the prize is not claimed by Monday 14<sup>th</sup> May the prize will be deemed unclaimed and forfeited. It is the sole responsibility of the winner to collect the prize. The Promoter will not notify the winner of the time remaining to claim the prize.
- 9.2 It is a condition of accepting a prize that the winning entrants:
- (a) must comply with all the conditions of use of the prize and the prize supplier's requirements; and
  - (b) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize.

## **10 Publicity materials**

- 10.1 In participating in the Competition, the winning entrant agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. The winner entrant authorises the Promoter to use such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

## **11 Release and indemnity**

- 11.1 This competition will be conducted using social media which may be based outside Australia, Information posted, tagged or commented on, including photographs may be transferred to this company's server outside Australia. By entering this Competition you agree to this transfer.
- 11.2 This Competition is in no way sponsored, endorsed or administered by or associated with Facebook or any other social network, Entrants acknowledge that:



- a. any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
- b. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network; and
- c. entrants release Facebook and any other social network and their associated companies from all liability arising in respect of the Promotion and use or publication of the image.

11.3 The entrant indemnifies the Promoter against any claim, legal or otherwise that may arise out of use or publication of the image.

11.4 The Prize may come with guarantees from the Prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any prize, , except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

11.5 The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including 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, and reserves the right to take any action that may be available.

11.6 If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.

11.7 Once the prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prize being damaged, stolen or lost.

11.8 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11.9 The Promoter reserves the right to remove any photograph from their page and Competition without consent of the entrant.

## **12 Termination of Promotion**

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

## **13 Decisions final**

13.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.

13.2 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant 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. If there is a



dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

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