

## TERMS AND CONDITIONS

<b>SCHEDULE</b>	
<b>Item 1: Promotion Name</b>	<b>Stockland Nowra Mother's Day Gift With Purchase Promotion</b>
<b>Item 2: Promoter</b>	Stockland Property Management Pty Limited ABN 71 000 064 835 of Level 25, 133 Castlereagh St, Sydney 2000
<b>Item 3: Participating Retailers</b>	Kmart & Non Food Specialty Retailers at Stockland Nowra
<b>Item 4: Gift</b>	1 x Dusk 70gram Mini Candle (RRP - \$30)  Scents are - SANTORINI is Red Berries, Lemon and Pomegranate MALDIVES is Violet and Hyacinth with Marine Notes WAIKIKI is Sweet Pineapple Nectarine and Passion fruit.

### **1 Introduction**

- 1.1 Participation in this Promotion and information regarding redemption of any Gifts forms part of these terms and conditions.
- 1.2 By submitting an entry into this promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. Entry into this Promotion is deemed acceptance of these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from the Centre Management Office and Customer Care.
- 1.4 The laws of State of New South Wales govern this Promotion. Entrants submit to the jurisdiction of the courts of that State.
- 1.5 Privacy 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>.
- 1.6 **We collect your personal information** directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
- 1.7 **We will use your personal information primarily** to conduct the competition, advise if you 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.

- 1.8 **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.
- 1.9 **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.
- 1.10 **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.

## **2 Duration**

- 2.1 This Promotion runs from 9am AEST on 8 May 2019 to 4pm AEST 11 May 2019, or when the Gifts have been exhausted.

## **3 Eligibility**

- 3.1 This Promotion is only open to residents of Australia.
- 3.2 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. Staff from the promoters retail stores are also ineligible to enter the promotion.
- 3.3 If the participant is under the age of 18 years, the Gifts will be awarded to the winner's nominated parent or guardian.

## **4 Method of entry**

- 4.1 To enter, participants must:
- (a) Spend \$40 or more at any permanent Stockland Nowra non food specialty stores or Kmart during the promotional period.
  - (b) Present receipt/s totalling \$40 or more to the Centre Management Office to have the receipt/s validated.
  - (c) For receipt/s to be validated they must be from same day, and the customer will then receive a gift. Each receipt will be validated. All receipts must be clearly identified as being from a Participating Retailer. Receipts from lay by payments, payments of bills or accounts and receipts from the purchase of gift vouchers, tobacco products, alcohol products and lottery products are excluded and cannot be used to enter this Promotion.
  - (d) Gifts are valued at \$30 RRP and there are 200 gifts available in total. The first 50 customers each day with validated receipts will receive a gift.
  - (e) Up to 3 receipts from retailers can be added together to equal \$40.

- 4.2 After presenting a receipt in accordance with clause 4.1, participants will immediately receive one Gift. Participants are entitled to one Gift per person, per day. Stockland, at its absolute discretion will determine which Gift the participant will receive.
- 4.3 Each receipt will be validated. All receipts must be clearly identified as being from a Participating Retailer, from within the promotional period 9am AEST on 8<sup>th</sup> May 2019 to 4pm 11<sup>th</sup> May 2019. Receipts from lay by payments, payments of bills or accounts and receipts from the purchase of gift vouchers, tobacco products, alcohol products and lottery products are excluded and cannot be used to claim a Gift under this Promotion.
- 4.4 The redemption of the Gift will take place at the Stockland Nowra Centre Management Office. If spend is made at a retailer outside of Centre Management open hours, redemption can be made the following day only. 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.
- 4.5 The Promoter reserves the right to verify the validity of entries and participants if and when required (including a participant's identity and place of residence) and to disqualify any participant who tampers with the entry process or who submits an entry that is not in accordance with these conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **5 Gifts**

- 5.1 The total amount of Gifts for this Promotion consists of the number of Gifts noted in Item 4. All Gift values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the Gift value.
- 5.2 The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods and/or services awarded as a Gift.
- 5.3 Gifts are not transferable.
- 5.4 If the Gift (or part of any Gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute that Gift (or that part of the Gift) to the equal value.

## **6 Release and indemnity**

- 6.1 The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any Gift, except for any liability which cannot be excluded by law.
- 6.2 This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook. Entrants acknowledge that:
- (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook; and
  - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook; and
  - (c) entrants release Facebook and their associated companies from all liability arising in respect of the Promotion, use of the Prize and use or publication of the image.

**7 Termination of Promotion**

- 7.1 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.

**8 Decisions final**

- 8.1 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.