

# Highlands Easter Gift Hamper Giveaway

## 2024 Giveaway

### Terms and Conditions

SCHEDULE	
<b>Giveaway Name</b>	Highlands Easter Gift Hamper Giveaway 2024
<b>Promoter</b>	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000
<b>Permit(s) obtained for the Giveaway</b>	N/A
<b>Entry – residency restriction</b>	Entry is only available to residents of: VIC
<b>Entry – Maximum Number of Prizes</b>	The Prize is only available for the first 150 entrants.
<b>Entry – age restriction</b>	Entry is only available to persons over 18 years of age.
<b>Giveaway Period</b>	11am AEDT on 15 March 2024 to the earlier of:  (a) 5pm AEDT on 27 March 2024; and (b) the time and date on which the number of Prizes allocated to entrants equals the Maximum Number of Prizes.
<b>How to enter</b>	To enter the Giveaway, each entrant must, during the Giveaway Period:  (a) as at the start of the Giveaway Period, have an active registration on the Stockland database for Stockland's Highlands community;  (b) receive an email from Stockland at the start of the Giveaway Period inviting the entrant to participate in the Giveaway by clicking the link to the Eventbrite registration webpage: <a href="https://www.eventbrite.com.au/e/register-for-a-easter-eggs-from-stockland-highlands-tickets-862441013287?aff=oddtcreator">https://www.eventbrite.com.au/e/register-for-a-easter-eggs-from-stockland-highlands-tickets-862441013287?aff=oddtcreator</a>  (c) subject to the Maximum Number of Prizes available, follow the prompts to complete and submit the information required in the Giveaway entry form including, but not limited to, using only the email address and contact details as those recorded on the Stockland Highlands database;

	Once the Giveaway entry form is submitted, entrants that are successful in registering for the Prize will receive a confirmation ticket via email.
<b>Are multiple entries permitted?</b>	No
<b>Receipt of entries</b>	<p>The time each entry is received will be the time each entry is recorded as registered on the Eventbrite system used by Stockland to collect entries.</p> <p>The Eventbrite system will only allow the first 150 entrants (subject to eligibility criteria) to enter the Giveaway and successfully register and receive the Prize.</p>
<b>Prize(s) – description</b>	<p>Easter Egg Warehouse Cadbury Dairy Milk Hollow Hunting Eggs. Details of the gift is located at <b>Annexure A</b>. Stockland is neither the manufacturer or retailer of the Prize. Easter Egg Warehouse is solely responsible for dealing with any claims or issues arising out of or in connection with the Prize.</p> <p>Stockland does not accept any liability with regards to the Prize or products offered by Easter Egg Warehouse. The supply of the Prize is subject to Easter Egg Warehouse's terms and conditions as set out at <a href="https://www.eastereggwarehouse.com.au/terms-and-conditions/">https://www.eastereggwarehouse.com.au/terms-and-conditions/</a></p>
<b>Collection of Prize</b>	<p>The Prize must be collected from the Stockland Highlands Sales &amp; Information Centre, located at 1 N Shore Dr, Craigieburn VIC 3064 between the hours of 10am AEDT to 5pm AEDT, Monday to Sunday from 18 March 2024 to 27 March 2024.</p> <p>Each successful entrant must present their confirmation ticket from Eventbrite, which will include entrant name, address and phone number, to a Stockland sales professional at the Stockland Highlands Sales &amp; Information Centre to collect their Prize.</p>
<b>Limitations on Incentives</b>	<p>There is only one Prize available for each address.</p> <p>Where an entrant is a multiple person entrant, (that is, where more than one person is noted on the same address), then the Prize will be offered jointly to all such persons.</p> <p>Each entrant is not permitted to receive multiple Prizes during the Giveaway Period.</p>

	<p>An entrant that does not present the Eventbrite confirmation ticket to a Stockland sales professional for validation will not be entitled to receive the Prize.</p> <p>Each successful entrant must collect the Prize by 5pm AEDT 27 March 2024. In the event, a successful entrant does not collect their Prize by this date, the entrant acknowledges and accepts that their entitlement to the Prize may be forfeited at Stockland's sole discretion.</p>
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**Entrants should pay particular attention to:**

- **any unusual or onerous restrictions on the method of entry, if any (see the “How to Enter” section of the Schedule and Part D of these terms and conditions); and**
- **the Promoter's limitation of liability (see Part I of these terms and conditions).**

**PART A - INTRODUCTION**

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Giveaway, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the Schedule will prevail.

**PART B - PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each entrant's personal information for the purposes of:
  - (a) conducting the Giveaway (which may include disclosure to third parties for the purpose of processing and conducting the Giveaway) and for promotional purposes, public statements and advertisements in relation to the Giveaway;
  - (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
  - (c) research to improve its products and services.
6. By entering the Giveaway, entrants consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.stockland.com.au/privacy-policy>.

**PART C - WHO CAN ENTER THE GIVEAWAY**

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the successful entrant of a Prize is under 18 years of age, the Prize will be awarded to the successful entrant's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

## **PART D – HOW TO ENTER THE GIVEAWAY**

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Giveaway of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
14. The eligibility of entries is solely within the discretion of the Promoter.
15. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
16. If entry is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Giveaway.
17. If entry is via Facebook, entrants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the Giveaway are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
18. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Giveaway are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

## **PART E - PRIZES**

19. Each Prize is not transferrable, exchangeable or redeemable for cash.
20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each successful entrant.
23. A successful entrant's use of a Prize is entirely at their own risk. Before a Prize is awarded, a successful entrant may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the successful entrant's acceptance and use of the Prize and the successful entrant's participation in the Giveaway.

## **PART F - HOW THE SUCCESSFUL ENTRANT(S) ARE DETERMINED**

24. Each Successful entrant will be determined and notified in accordance with the 'How to Enter' section of the Schedule.
25. The mechanism for determining the successful entrants is solely within the discretion of the Promoter.
26. Each successful entrant will receive a Prize.

## **PART G – CLAIMING THE PRIZE**

27. The Promoter will provide each successful entrant with instructions on how to claim their Prize. It is the responsibility of each successful entrant to comply with the Promoter's instructions.
28. The Promoter reserves the right to request each successful entrant to provide proof of their identity and/or proof that they were responsible for the winning entry.
29. Unless otherwise due to fraud or ineligibility under these terms and conditions, all prize claims in excess of the Total Prize Pool will not be honoured.
30. Each successful entrant agrees to participate and cooperate, as required, in all publicity activities relating to the Giveaway, including, without limitation, being interviewed, photographed, filmed and recorded. Each successful entrant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

## **PART H - UNCLAIMED PRIZES**

32. The Promoter will take all reasonable steps to identify and notify each successful entrant in an attempt to ensure that each successful entrant receives their Prize. However, if a successful entrant cannot be identified or does not claim their Prize within three months of the end of the Giveaway Period, the relevant Prize will be forfeited.

## **PART I - NO LIABILITY**

33. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees 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 damage to property, personal injury or death suffered or sustained in connection with the Giveaway 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.
34. If entry is via Facebook or if the Giveaway is promoted on Facebook, the Giveaway is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Giveaway. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Giveaway is provided to the Promoter and not to Facebook or any other social network; and

- (b) any questions, comments or complaints regarding the Giveaway will be directed to the Promoter, not to Facebook or any other social network.
- 35. If entry is via Instagram or if the Giveaway is promoted on Instagram, the Giveaway is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Giveaway. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Giveaway is provided to the Promoter and not to Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Giveaway will be directed to the Promoter, not to Instagram or any other social network.

#### **PART J - TERMINATION OF GIVEAWAY**

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

## **Annexure A – Prize Contents**

Easter Egg Warehouse 'Cadbury Dairy Milk Hollow Hunting Eggs\*.

*\*Contents of hampers may vary. Image used is not an indication of the contents of the hamper. Subject to change.*

