

# Stockland “Exchange - Game of Skill” Competition

## – Terms and Conditions of Entry –

### PART A – GENERAL TERMS

1. Information on how to enter the Stockland Exchange - Game of Skill competition (**Competition**) and prize details form part of these terms and conditions of entry.
2. Participation in the Competition constitutes acceptance of these conditions of entry. Entries must comply with these conditions of entry to be valid.

### PART B – PROMOTER’S DETAILS

3. The Promoter is Stockland Development Pty Limited (ABN 71 000 064 835) of Level 25, 133 Castlereagh Street, Sydney NSW 2000 (**Promoter**).

### PART C – WHO CAN ENTER

4. Entry is open to all residents of New South Wales, Victoria, Queensland, South Australia and Western Australia. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition.
5. Employees of the Promoter or the Promoter’s associated agencies or companies directly involved in the Competition and their immediate family members are ineligible to enter.

### PART D – HOW TO ENTER

6. The Competition commences on 1 July 2016 at 9.00am Australian Eastern Standard Time (AEST) and entries close on 30 June 2017 at 10pm AEST (Competition Period).
7. To enter the Competition, entrants must:
  - a) receive an invitation from the Promoter to participate in the Stockland Exchange;
  - b) visit the Stockland Exchange website at [www.stocklandexchange.com.au](http://www.stocklandexchange.com.au);
  - c) complete the qualifying survey available on the [www.stocklandexchange.com.au](http://www.stocklandexchange.com.au) by accurately answering the survey questions including the final question “**In 25 words or less, please tell us how Stockland can deliver “CARE” to you? You can be as creative as you like, write a poem, a riddle, it’s up to you.... just have fun with it!**”
  - d) receive an email notification from the Promoter notifying the Eligible Entrant that he or she has been accepted for participation in the Community (**Confirmation Email**); and
  - e) reply to the Confirmation Email confirming his or her willingness to participate in the Stockland Exchange (**Eligible Entry**)
8. Entries must not contain any offensive or inappropriate content. Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person.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.
9. An entry cannot be modified after it has been submitted.
10. Entry in the Competition is free (excluding internet connection charges). Entrants of the Competition are limited to one ‘single’ entry, per person. Multiple entries from the same person will be disqualified.
11. Entries must be received by 10pm (AEST) on 30 June 2016. The time of entry will in each case be the time the entry is received by the Promoter’s database. 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.
12. Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.

### PART E – HOW TO WIN

13. All valid entries received during the Competition Period will be judged at Level 25, 133 Castlereagh Street, Sydney NSW 2000 on the following dates and time AEST.

Draw date	Time
13th October 2016	10.00am
13th January 2017	10.00am
14th April 2017	10.00am
10th July 2017	10.00am

14. The Competition is a game of skill and chance plays no part in determining the winner.
15. Each valid entry will be individually judged based on its creative merit and actionability for Stockland.
16. The best 3 entries as judged by the Promoter or its representatives (**Judges**) will be deemed the winners.
17. The winning entrants will be notified by phone or email within 5 business days after the date of the draw.
18. The Promoter's decision in relation to any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.
19. 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.
20. 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.
21. 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.

## **PART F – PRIZES**

22. There are three prizes to be won each quarter as part of the Competition. The winning entrant will receive a Stockland gift card OR a Flexi eGift Card worth \$250. Where more than one person is specified or participates in the winning entry, then the prize is awarded jointly to all persons. The prize will be awarded to the person named first on the entry form.
23. The GiftPay eGift platform is owned and operated by Unified Incentives Pty Ltd, ABN 53 157 818 427, and use of the Flexi eGift Card is subject to the terms and conditions imposed by Unified Incentives Pty Ltd and the individual retailers at which the eGift card is being redeemed. Further details regarding these terms and conditions and participating retailers can be found at: <https://www.giftpay.com/egift/info.aspx?gift=EH7WGK2D4E&value=100>.
24. For enquiries about eGift Card delivery, activation or redemption please contact GiftPay via email to [support@giftpay.com](mailto:support@giftpay.com). The Stockland Gift Card is subject to such terms and conditions as may be imposed by the card issuer.
25. The cards cannot be used in certain retail outlets. Stockland does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Flexi eGift Card, or for any card faults or defects or if the Buyer is unable to use Flexi eGift Card for any reason including if the Flexi eGift Card is damaged or lost.

26. The Gift card prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning entrant does not take, or is unable to use, their prize or any portion of it for any reason.
27. Entrants grant the Promoter permission to communicate with them by email and/or telephone in order to provide instructions as to how each winning entrant is to claim their prize and establish his/her entitlement to it. Each winning entrant will receive their prize within 28 days after the date of judging.
28. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the prize are the sole responsibility of the winning entrant.
29. If the prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the prize with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.
30. In participating in the Competition, the winning entrants agree 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. Each 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.

#### **PART H – MINORS**

31. Entrants under the age of 18 must obtain permission from their parent or legal guardian to enter the Competition.
32. If a prize winner is under the age of 18 years, the prize will be awarded to their parent or legal guardian over the age of 18.

#### **PART I – NO LIABILITY**

33. The prizes 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) or for any personal injury suffered or sustained in connection with the Competition, or the use of any prize, except for any liability which cannot be excluded by law.
34. 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.
35. 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.
36. Once each prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prizes being damaged, stolen or lost.
37. 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.

#### **PART J – PRIVACY CONSENT**

38. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity,

research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.

39. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are a prize winner, and as required, to Australian regulatory authorities.
40. The Promoter is bound by the National Privacy Principles in the *Privacy Act 1988 (Cth)*, and by participating in the Competition, each participant is taken to consent to its privacy policy. To view the Promoter's privacy policy please visit [www.stockland.com.au/Legal/Privacy](http://www.stockland.com.au/Legal/Privacy). Participants should direct any request to access, update or correct personal information to the Promoter.