

# Stockland Exchange Ongoing Competition

## – Terms and Conditions of Entry –

### PART A – GENERAL TERMS

1. Information on how to enter the Stockland Exchange 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, Queensland, South Australia, Victoria 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 and the prize will be awarded to their nominated parent or guardian.
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 commenced on Wednesday 1 August 2018 at 10am AEST and entries close on Wednesday 31 July 2019 at 11.59pm AEST (**Competition Period**).
7. To enter the Competition, entrants must:
  - (a) Be an existing member of the Stockland Exchange community database at the time they submit their entry; and
  - (b) Complete a survey which will be included in an e-newsletter sent to the entrant through the Stockland Exchange mailing list and follow the entry requirements to be entered into the prize draw; or
  - (c) Post a comment in a discussion forum which they will be invited to participate in through the Stockland Exchange mailing list, and then follow the directions to be entered into the prize draw.
8. 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.
9. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.
10. Entries must be received within the Competition Period. 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.
11. 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

12. All entrants who have entered the Competition during the Competition Period will be entered into the monthly prize draws. The draw will take place at Vision Critical Communications Pty Limited (ABN 18 134 434 736) offices on Level 7, 309 George Street NSW 2000 at 11am AEST on the following dates:

Prize Draw Date	Notification date	Publication date
03/09/2018	03/09/2018	10/09/2018
01/10/2018	01/10/2018	10/10/2018
01/11/2018	01/11/2018	12/11/2018
03/12/2018	03/12/2018	13/12/2018
07/01/2019	07/01/2019	15/01/2019
04/02/2019	04/02/2019	14/02/2019
01/03/2019	01/03/2019	11/03/2019
01/04/2019	01/04/2019	10/04/2019
01/05/2019	01/05/2019	10/05/2019
03/06/2019	03/06/2019	13/06/2019
01/07/2019	01/07/2019	10/07/2019
01/08/2019	01/08/2019	10/08/2019

13. The winning entrants will be randomly computer generated from all valid entries in the draw. The winning entrants shall be the people who are identified by the first 5 valid entries drawn.
14. The winning entrants will be notified by email within 2 business days after the date of draw. The winning entrants will have their name and suburb (or town) published on the Stockland Exchange website.
15. 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.
16. 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.
17. 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.
18. 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**

19. There are:
  - (a) 60 x \$100 Flexi eGift Card; or
  - (b) 60x \$150 Stockland Gift Cards

to be won as part of the Competition (total prize pool maximum \$9,000).

Winning entrants can nominate which Gift Card they would like to receive by e-mailing their preference to [support@stocklandexchange.com.au](mailto:support@stocklandexchange.com.au)
20. Each 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 a winning entrant does not take, or is unable to use, their prize or any portion of it for any reason.

21. 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. The Promoter will publish the results of the Promotion on the Stockland Exchange website and each winning entrant will receive their prize within 28 days after the date of being drawn. The winner will be posted the Stockland gift card at their nominated address. Those winners choosing to receive a Flexi eGift Card will be sent the card to their nominated email address.
22. Independent financial advice should be sought as tax implications may arise as a result of accepting a prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving a prize are the sole responsibility of the winning entrant.
23. The Flexi eGift Card is redeemable for a selection of eGift Cards and vouchers issued by various Australian retailers up to the face value of the Flexi eGift Card. For some retailers, access to a printer may be required.
24. The GiftPay eGift platform is owned and operated by Unified Incentives Pty Ltd, ABN 53 157 818, 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>.
25. For enquiries about eGift Card delivery, activation or redemption please contact GiftPay via email to support@giftpay.com. The Stockland Gift Card is subject to such terms and conditions as may be imposed by the card issuer.
26. 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.
27. If a 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.
28. 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 each 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 G – UNCLAIMED PRIZES**

29. Subject, where relevant, to any directions given under the legislation regulating the Competition, if A prize is: (i) not claimed by the winning entrant within 3 months of the date of the draw; or (ii) forfeited for any reason, the prize will be deemed unclaimed. The Promoter may conduct further draws at Vision Critical Communications Pty Limited (ABN 18 134 434 736) offices on Level 7, 309 George Street NSW 2000 at 11am AEST on the Re-draw dates set out below. Each winning entrant of any unclaimed prize will be notified by phone and email within 2 business days after the date of the unclaimed prize draw, and a public advertisement will be placed on Stockland Exchange website on the Re-draw publication date announcing each unclaimed prize winner's name and suburb (or town).

<b>Prize Draw Date</b>	<b>Redraw date</b>	<b>Publication date</b>
03/09/2018	03/12/2018	13/12/2018
01/10/2018	07/01/2019	15/01/2019
01/11/2018	04/02/2019	14/02/2019
03/12/2018	01/03/2019	11/03/2019
07/01/2019	01/04/2019	10/04/2019
04/02/2019	01/05/2019	10/05/2019
01/03/2019	03/06/2019	13/06/2019
01/04/2019	01/07/2019	10/07/2019
01/05/2019	01/08/2019	10/08/2019
03/06/2019	02/09/2019	12/09/2019
01/07/2019	01/10/2019	10/10/2019
01/08/2019	01/11/2019	01/11/2019

## PART I – NO LIABILITY

30. 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.
31. 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.
32. 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.
33. 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.
34. 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

35. 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.
36. 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.
37. 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/privacy-policy](http://www.stockland.com.au/privacy-policy). Participants should direct any request to access, update or correct personal information to the Promoter.