

Stockland Liveability 2018 Survey

- Terms and Conditions of Entry -

PART A – GENERAL TERMS

1. Information on how to be eligible to receive a prize for the completion of the Stockland Liveability 2018 Survey. Competition and prize details form part of these terms and conditions of entry.
2. Participation in the Competition constitutes acceptance of these terms and conditions of entry. A participant of the Competition (**Entrant**) must comply with these terms and conditions of entry to be valid.

PART B – PROMOTER'S DETAILS

3. The Promoter is Stockland Development Pty Limited ACN 000 064 835 of Level 25, 133 Castlereagh Street, Sydney NSW 2000 (**Promoter**).
4. The Promoter is a wholly owned subsidiary of Stockland Corporation Limited ACN 000 181 733 (**Stockland**).

PART C – 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>.

5. We collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
6. We will use your personal information primarily to conduct the competition and survey, advise if you are a winner, and provide information about products and services 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.
7. 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.
8. 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.
9. You may contact us by email at: privacy@stockland.com.au or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

PART D – THE COMPETITION

10. The competition has two components as follows:
 - (a) Part 1: The first 50 people in each qualifying Stockland residential community to complete the survey will receive a guaranteed \$20 eGiftcard. This part is not a prize draw.
 - (b) Part 2: Entrants may also choose to complete the Stockland Liveability Game of Skill prize draw by answering the following question:
 - In 30 words or less, if money was no object what would you most like to see in your community?

PART E – WHO CAN ENTER

11. Entry is open to residents of a Stockland Residential Community in Australia. Entrants must be at least 13 years or older. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition. 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.
12. The Competition commences 9am, January 29th 2018 and entries close at 5pm, March 12th 2018. Australian Eastern Daylight Time (AEDT).
13. 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 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 a 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.
14. A completed Survey cannot be modified after it has been submitted.
15. Entry in the Competition is free (excluding internet connection charges). Each Entrant is entitled to complete and submit the Survey once only. Multiple Surveys from the same person will be disqualified.
16. Entries must be received by 5pm, March 12th 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. Stockland and the Promoter, its agents, affiliates and representatives will not be liable for any lost, late or misdirected Surveys 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.
17. Entrants that do not submit completed Surveys in accordance with these terms and conditions of entry, and any incomplete Surveys, will be deemed invalid.
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.
19. All entrants warrant to the Promoter that the above entry requirements have been met.

PART F – HOW TO WIN

20. All completed surveys submitted in accordance with these terms and conditions of entry will be judged at the head office of Stockland at Level 25, 133 Castlereagh Street, Sydney NSW 2000 on the week commencing March 19th, 2018.
21. 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.

22. The first 50 respondents who complete the survey in each qualifying Stockland community will receive a guaranteed prize (Part 1) – an ecard valued at \$20 from Giftpay*. The only stipulations being as per below:

- (a) Only one card will be given per household
- (b) Completion of the survey within the specified time frame in accordance with paragraph 12 and according to the entry criteria of paragraph 11 of these terms and conditions
- (c) Qualifying Stockland communities as follows:

NSW	QLD	WA
Elara	Augustine Heights	Amberton
Willowdale	Aura	Calleya
McKeachies Run	Birtinya	Newhaven
	Newport	Sienna Wood
	North Lakes	Vale WA
VIC	North Shore	Whiteman Edge
Arve	Ormeau Ridge	
Cloverton	Sovereign Pocket	
Highlands	Stone Ridge	
Mernda Villages	Vale QLD	
The Grove		

- (d) In addition upto 50 giftcards are available (collectively) for residents who live in any other Stockland residential community; including those communities that Stockland no longer actively sells in but excluding Stockland Retirement Living Villages.

23. Part 2 of the Competition is a game of skill and chance plays no part in determining the winners.
24. In selecting the winning entrants for Part 2 of the Competition, the judges will give merit to the originality, clarity and creativity to the nature of the response to the survey question required to be answered as stated in paragraph 12 of Part D of the these terms and conditions. One winning entrant will be selected from each of the following States (NSW, QLD, VIC and WA).

PART G – PRIZES

25. There are upto fifty (50) \$20 ecards to be won in each qualifying Stockland Residential Community as part of the Competition (Part 1). There are a maximum of 1250 Giftcards to be won nationally. One \$20 ecard will be awarded to each winning Entrant (Prize).
26. *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>.
27. For enquiries about eGift Card delivery, activation or redemption please contact GiftPay via email at support@giftpay.com. The eGift Card is subject to such terms and conditions as may be imposed by

the card issuer and are as stated at the website noted above.

28. 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.
29. 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.
30. There are four (4) \$500 Red Balloon Vouchers to be won as Part 2 of the Competition; one (1) voucher available for residents living in each of the States of NSW, QLD, VIC and WA.. The Gift card is subject to the terms & conditions of Red Balloon which as of 15/01/18 stipulate that the voucher is valid for 36 months from the date of purchase but if not taken within 12 months, the amount paid will be preserved but the experience supplier will not be obliged to offer the experience nor to offer it at the same price. Further information can be found on Red Balloon's website: <https://help.redballoon.com.au/hc/en-us/articles/201970234-Terms-and-Conditions>.
31. Those who are eligible to receive a prize (Parts 1 and 2) will be notified by e-mail and/or telephone on or before week commencing March 19th, 2018 with instructions as to how to claim the Prize and establish his/her entitlement to it. Entrants grant the Promoter permission to communicate with them by e-mail and/or telephone for this purpose.
32. 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.
33. 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.
34. The Prize is subject to the terms and conditions of use applying to the Prize at the time it is issued by the supplier of the Prize.
35. In participating in the Competition, each 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. Each winning Entrant authorises the Promoter to use such footage and photographs together with the Entrant'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 winning Entrant.

PART H – UNCLAIMED PRIZES

36. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a prize is not claimed by the winning entrant within 3 months of the date of the draw the prize will be deemed unclaimed and forfeited.

PART I – NO LIABILITY

37. 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 and any loss arising out of a claim by a third party) or for any personal injury suffered or sustained in connection with the Competition, or the use of the Prize, except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
38. 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.

39. 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.
40. 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.
41. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions of entry, 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.
42. This Competition may 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.
43. 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.