Stockland "Compost Revolution" Promotion Terms and Conditions

SCHEDULE		
Promotion	Stockland "Compost Revolution Promotion"	
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 (02) 9035 2000	
Retailer	Revolution Apps Pty Ltd ACN 156 127 954 Level 2, 608 Harris Street Ultimo, NSW 2007	
Eligibility	Participation in the Promotion is available to single persons. provided that: (a) the person is over 18 years of age; and (b) the person occupies a Qualifying Property, that is, the person is a registered proprietor or tenant of a Qualifying Property. (Participant).	
Qualifying Property	Means a residential lot within a residential development listed in Annexure A (Stockland Development).	
Promotional Period	19 September 2022 – 20 June 2023	
How to participate	To participate in the Promotion, the Participant must, during the Promotional Period place an order on https://compostrevolution.com.au/ (the Website) by: (I) receive a coupon code from the Promoter (Coupon Link); (II) access the Website using the Coupon Link; (III) selecting a Participating Product; and (IV) entering the Participant's details, including the Participant's given name, family name, email address, mobile number and address, (Order). The Participant's selection becomes effective once	
	successful transmission occurs after the Participant clicks "Order" on the Website. A Participant cannot cancel or change its selection after that time.	
Retailer's Terms and Conditions	The Participant should carefully review the terms and conditions of the Retailer, available on the Website.	
Incentive	A Coupon Code providing the Participant with a credit up to the value of \$120 for the Participant to spend on the purchase of Participating Products from the Retailer by placing an Order on the Website.	

Participating Product(s)	The Participating Products are the products available to for purchase subject to change from time to time at the Retailer's absolute discretion and is subject to availability.	
Are there limitations on the Incentive?	(a) There is only one Incentive available for each Qualifying Property.	
	(b) The Participating Product must be delivered to the Participant and cannot be transferred to, or redeemed in respect of, any other person.	
	(c) The Incentive is only available to be applied on one Order.	
	(d) The Participant is not entitled to any unspent portion of the Incentive where the cost of an Order is less than \$120.	
	(e) The Promotion is not affiliated with any third party promotions.	
Personal Information	By participating in the Promotion, the Participant consents to the Promoter, the Retailer, and their related bodies corporate, employees, agents, contractors and subcontractors (Associates) collecting and using the Participant's personal information for the purposes described in Part B of these terms and conditions.	

Participants should pay particular attention to:

- any unusual or onerous restrictions on the method of participation, if any (see the 'How to participate' section of the Schedule and Part D of these terms and conditions);
- the role of the Promoter and the Retailer (see Part H of these terms and conditions);
- the Promoter's limitation of liability (see Part K of these terms and conditions); and
- the Promoter's right to vary or cancel the Promotion (see Part N of these terms and conditions.

PART A - INTRODUCTION

- 1. By participating in the Promotion, the Participant agrees to be bound by these terms and conditions, which include the Schedule above.
- 2. Where there is an inconsistency between the Schedule and Parts A to N of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

- 3. The Participant consents to the Promoter, the Retailer, and their Associates collecting the Participant's personal information, in connection with the Promotion.
- 4. The Participant authorises the Promoter, the Retailer, and their Associates to use the information and content in clause 3 in perpetuity worldwide for the purposes of:
 - (a) conducting the Promotion;
 - (b) Providing information to the Participant about the products and services offered by the Promotor, the Retailer and their related bodies corporate; and
 - (c) contacting the Participant to complete the Order.
- 5. The Participant may access, change and/or update their personal information in accordance with the Promoter's privacy policy at https://www.stockland.com.au/privacy-policy.
- 6. The Participant should carefully review the privacy policy of the Retailer at Compost Revolution | Privacy Policy

PART C - WHO CAN PARTICIPATE IN THE PROMOTION

7. To be eligible to participate in the Promotion, the Participant must satisfy the criteria set out in the 'Eligibility' section of the Schedule.

PART D - HOW TO PARTICIPATE IN THE PROMOTION

- 8. To participate in the Promotion, the Participant must comply with the 'How to participate' section of the Schedule.
- 9. The Promoter reserves the right to:
 - (a) request verification of any information supplied by the Participant in connection with the Promotion; and
 - (b) disqualify any Participant at any time before delivery of the Participating Product(s) who has:
 - i. breached these terms and conditions;
 - ii. engaged in conduct which is misleading, deceptive, fraudulent, or damaging to the Promoter's or the Retailer's goodwill or reputation;
 - iii. provided false information or failed to provide information that is reasonably requested by the Promoter in connection with the Promotion; or
 - iv. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.

PART E - INCENTIVE

- 10. The Incentive is not transferrable, exchangeable or redeemable for cash.
- 11. If any part of the Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of a similar kind and of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions of any authority.
- 12. All taxes (excluding GST, if any) which may be payable as a consequence of receiving the Incentive are the sole responsibility of the Participant.
- 13. The Participant's receipt and use of the Participating Product the subject of the Incentive is entirely at their own risk.

PART F - RECEIVING THE INCENTIVE

- 14. Upon the Participant completing the EOI, the Promoter will provide the Participant with a u code that may be entered onto the Website, allowing the Participant to receive the Incentive.
- 15. The eligibility of the Participant to receive the Incentive is solely within the discretion of the Promoter.
- 16. It is the responsibility of the Participant to comply with the instructions as notified from time to time by the Promoter and the Retailer on how to receive the Incentive.
- 17. It is the responsibility of the Participant to notify the Promoter and the Retailer of any change to their contact details.

PART H - ROLE OF THE PROMOTER AND RETAILER

- 18. The Participating Product(s) are to be supplied by the Retailer. While the Promoter will perform the Incentive, the Promoter is neither the designer, manufacturer, retailer, or supplier or distributor of the Participating Product(s).
- 19. The contract for the Order is to be entered into solely between the Participant and the Retailer on the Retailer's Terms and Conditions set out in the "Retailer's Terms and Conditions" section of the Schedule.
- 20. The Promoter is not a party to the contract for the Order nor assumes any responsibility arising out of, or in connection with it, nor is it the Retailer's affiliate, agent, subsidiary or related body corporate.
- 21. The Retailer is responsible for the supply and delivery of the Participating Product the subject of the Order and the management, maintenance and control of the Website and for dealing with any claims by the Participant or any other issues arising out of, or in connection with, the Order, the Website and the Participating Product(s), including any maintenance, guarantee, warranty and/or defect issues.
- 22. The Promotor gives no warranty as to the quality and/or suitability of the Participating Products.
- 23. The Promotor is not liable and does not accept any responsibility for any loss or damage suffered or incurred by a Participant or any other person arising from or in connection with the Participating Products.

PART K - PROMOTER'S LIMITATION OF LIABILITY

- 24. The Promoter makes no representations and gives no warranties in relation to:
 - (a) the Retailer and their Associates, including whether:
 - i. the Retailer, and its Associates, have the necessary qualifications, experience, training and resources to complete the Order;
 - ii. the Retailer, and its Associates, will comply with the Retailer's Terms and Conditions; or
 - iii. the ability of the Retailer to enter into and complete the Order or to provide good title to the Participating Product(s);
 - (b) The Participating Product(s), including the performance, condition and quality of the Participating Product(s), or that the Participating Product(s) will:
 - match the specifications advertised by the Retailer for the Participating Products;
 - ii. be fit for purpose;
 - iii. comply with all laws, approvals and requirements of authorities; or
 - iv. be delivered within a reasonable time:
 - (c) the contract for the Order (including any guarantees and warranties);
 - (d) any information supplied by the Promoter, the Retailer, or their Associates in connection with the Promotion, the Participating Product(s), the Retailer or the Order, including whether it:
 - i. complies with all laws, approvals and requirements of authorities;
 - ii. is sufficient to allow the Participant to understand, use, operate and maintain the Participating Product(s); or

- iii. is accurate and up-to-date.
- (e) The Website, including whether:
 - i. the Retailer will exercise reasonable skill, care and attention in managing, maintaining and controlling the Website;
 - ii. it will be available for use by Participants at all times;
 - iii. it will not contain any computer virus (or any similar or other damaging components);
 - iv. it will be fit for purpose; and
 - v. it will comply with all laws.
- 25. The Promoter will not be liable, and excludes all liability (including negligence), for:
 - (a) any failure by the Retailer to enter into and complete the Order;
 - (b) any delays in the Retailer delivering the Participating Product(s);
 - (c) any defects or omissions in the Participating Product(s) or the Website;
 - (d) any representations or warranties made by the Retailer or their Associates;
 - (e) any loss arising from the unavailability of the Participating Product(s) or the Website;
 - (f) any loss or damage to property, personal injury or death suffered or sustained by the Participant or any other person arising out of, or in connection with:
 - i. any breach that is not caused by the Promoter;
 - ii. the Participating Product(s), the Retailer, its Associates, the Order or the Website: or
 - iii. descriptions, illustrations, photographs or statements in any marketing or promotional material relating to the Promotion, the Participating Products, the Retailer, its Associates, the Order or the Website;
 - (g) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, or goodwill or wasted expenditure;
 - (h) any indirect or consequential loss; or
 - (i) any delay or failure by the Promoter to comply with these terms and conditions if the delay or failure arises from any cause beyond the reasonable control of the Promoter,

except for any liability which cannot be excluded by law, including as provided for under the Australian Consumer Law.

PART L - SOCIAL MEDIA

26. If the Promotion is promoted on Facebook or Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram and the Participant agrees to grant Facebook and 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 Promotion. The Participant acknowledges and agrees that:

- (a) any information they provide in connection with the Promotion is provided to the Promoter, and/or the Retailer and not to Facebook, Instagram or any other social network; and
- (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter (or the Retailer if required), not to Facebook, Instagram or any other social network.

PART M - NO RELIANCE ON ADVERTISEMENTS

- 27. While the Promoter will work to ensure that any information supplied by the Promoter and its Associates is correct, such information is provided for information purposes only.
- 28. Descriptions, illustrations, photographs or statements in any marketing or promotional material relating to the Promotion (**Advertisement**) are indicative only and may contain:
 - (a) inaccuracies, errors or misdescriptions in respect of the size, use, description and/or identification of the Participating Product(s); and
 - (b) items or inclusions which do not form part of the Participating Product(s).
- 29. The Participant should:
 - (a) make and rely upon its own enquiries and investigations in relation to the Promotion, the Participating Product(s), the Retailer, and the Website;
 - (b) carefully review the Retailer's Terms and Conditions (including any guarantees and warranties);
 - (c) satisfy themselves that:
 - the Retailer, and its Associates have, the necessary qualifications, experience, training and resources to design, manufacture, supply and deliver the Participating Products; and
 - ii. the Participating Product(s) are suitable for the Participant's intended use.

PART N - TERMINATION OF PROMOTION

- 30. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to the Participant or other person, subject to applicable laws, including due to:
 - (a) the unavailability of the Participating Product(s);
 - (b) any default by the Retailer or its Associates under the terms of any arrangement entered into between the Promoter and the Retailer;
 - (c) the rescission, termination or determination of any arrangement entered into between the Promoter and the Retailer; or
 - (d) the insolvency of the Promoter or the Retailer.

Annexure A – Qualifying Property

Participating Stockland Community	State or Territory
ELARA	NSW
ALTROVE	NSW
THE GABLES	NSW
FOREST REACH	NSW
WILLOWDALE	NSW
RED HILL	ACT
CLOVERTON	VIC
MT ATKINSON	VIC
GRANDVIEW	VIC
KATALIA	VIC
GRAND CENTRAL	VIC
WATTLE PARK	VIC
MINTA	VIC
EVERGREEN	VIC
BANKSIA	VIC
LYRA	VIC
ORION	VIC
HAVEN	VIC
OAK PLACE	VIC
AURA	QLD
NEWPORT	QLD
NORTH SHORE	QLD
PROVIDENCE	QLD
KALINA	QLD
HOPE ISLAND	QLD
BOKARINA BEACH	QLD
AMBERTON	WA
WILDFLOWER	WA
VALE	WA
WHITEMAN EDGE	WA
SIENNA WOOD	WA