

# Stockland Minta Group Discussion Registration Survey

## - Terms and Conditions of Entry -

### PART A – GENERAL TERMS

1. These terms and conditions govern the Stockland Minta Group Discussion Registration Survey and provide participants of the Survey (**Entrant or you**) with information on how to be eligible to participate in the Promotion and receive a prize for the completion of the Stockland Minta Group Discussion. Note that this survey is purely for the registration of the Stockland Minta Group Discussion to occur on the 12<sup>th</sup> and 13<sup>th</sup> of March 2020. Any prize eligibility referred to will only be a result of the completion of the Stockland Minta Group Discussion and not just this registration survey in and of itself.
2. By participating in the survey, the Entrant acknowledges and agrees that it has read, understood and agreed to these terms and conditions of entry. An Entrant must comply with these terms and conditions for their entry to be valid and to be eligible to receive a prize.

### 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 in Stockland's 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 screen eligible participants for the Stockland Minta Group Discussion. 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. This is solely for the purpose of collecting contact information of potential participants for the Minta Group Discussion.
8. Group discussion sessions may be audio or video taped and this will only be used by the researcher and the client for research use only by internal staff. It will not be used in the public domain or for commercial purposes.
9. 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.
10. You may contact us by email at: [privacy@stockland.com.au](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

### PART D – WHO CAN ENTER

11. Entry to the Stockland Minta Group Discussion Registration Survey is open to all current and prospective residents of Stockland Minta and Edgebrook communities.

12. Entry to the Stockland Minta Group Discussion (Promotion) and prize is ONLY open to all who have completed the Stockland Minta Group Discussion Registration Survey, been screened and selected by Colmar Brunton, and completed the 1.5 hour discussion group at the agreed time and place. 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 Promotion. 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.
13. The group discussions occur at scheduled 1.5 hour time slots commencing 12<sup>th</sup> March 2020 and closing on 13<sup>th</sup> March 2020. The group discussion will take place at Stockland Minta Sales Office, Soldiers Rd (near intersection of Chase Blvd), Berwick VIC 3806. (**Promotion Period**).
14. Entries to the registration survey and group discussions (Promotion) must not contain any offensive or inappropriate content. 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.
15. Entrants that do not complete the 1.5 hour discussion in accordance with these terms and conditions of entry will be deemed invalid.
16. All entrants warrant to the Promoter that the above entry requirements have been met.
17. A request to access or modify any information provided in an entry should be directed to the Promoter. Should an Entrant's details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter of its change of details promptly, but in any case, any notification from the Entrant regarding amendments to details must be received by the Promoter prior to the Entrant receiving notification of the prize from the Promoter or Stockland. If any notification of changed details is received after the notification of the prize from the Promoter, the Entrant acknowledges that the prize will be not be reissued under any circumstances.
18. The Promoter's decision in relation to any aspect of the Promotion is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.

## **PART E – HOW TO WIN**

19. Eligible Entrants who successfully complete the Stockland Minta Group Discussion 1.5 sessions within the Promotion Period and in accordance with all entry requirements set out in these terms and conditions will receive a \$100 EFTPOS gift at the end of the discussion (**Prize**) (subject to a limit of one Prize per person).

## **PART F – PRIZES**

20. Entrants who are eligible to receive the guaranteed Prize will be provided with the guaranteed prize of \$100 on the day following scheduled group discussions 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.
21. 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.

22. 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.

#### **PART G – UNREDEEMED PRIZES**

23. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a prize is not redeemed by an eligible Entrant within 3 years from the date the Prize was delivered to the Entrant, the Prize will be deemed unredeemed and forfeited. The Entrant may not make a claim on the Promoter or Stockland arising from or in connection to the Entrant's failure to redeem the Prize within the above timeframe.

#### **PART H – NO LIABILITY**

24. 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 Promotion, 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.
25. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused or provided by an Entrant or due to any of the equipment or programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion 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.
26. If for any reason, the Promotion 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 Promotion), the Promoter reserves the right, in its sole discretion, to disqualify any Entrant who undermines the fairness of the Promotion (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 Promotion, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
27. The Entrant acknowledges and agrees that 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. The Entrant is responsible for keeping the details of the Prize safe and secure and must not make a claim on the Promoter with respect to any subsequent loss or damage to the Prize whatsoever.
28. 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 Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
29. This Promotion may be conducted by the Promoter using social media which may be based outside Australia. Information posted, tagged or commented on, including photographs and videos may be transferred to the Social Media company's server outside Australia. By entering this Promotion you consent and agree to this transfer.
30. This Promotion 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 and/or video.
31. Entrants must indemnify the Promoter and Stockland for and against all losses, liabilities, costs and expenses incurred by the Promoter or Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with the Entrant's breach of clauses 38 and 39.

#### **PART I – JURISDICTION**

32. These terms and conditions are to be governed by the laws of the State of New South Wales and the parties must submit to the jurisdiction of the Courts of New South Wales.