

# Stockland Values Survey Competition

## – Terms and Conditions of Entry –

### PART A – GENERAL TERMS

1. Information on how to enter the Stockland Values survey competition (**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 the products and services you have requested 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](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

### PART D - WHO CAN ENTER

10. Entry is open to residents living in a Stockland Residential Community. 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.

11. The Competition opens at Friday 8<sup>th</sup> November 2019 and entries close at midnight on Friday 22<sup>nd</sup> November 2019 Australian Eastern Daylight Time (AEDT).
12. To complete the Survey, an Entrant must answer all Survey questions including (but not limited to) the following:
  - *In 20 words or less, tell us what 'Community' means to you*
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 Friday 22<sup>nd</sup> November 2019. 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 E – 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 w/c 25<sup>th</sup> November 2019.
21. The Competition is a game of skill and chance plays no part in determining the winners.
22. In selecting the winning entrants, 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 these terms and conditions.
23. 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.

#### **PART F – PRIZES**

24. There is one (1) \$100 eGift Card to be won in total as part of the Competition. One \$100 eGift Card will be awarded to the winning Entrant (Prize).
25. Those who are eligible to receive the prize will be notified by e-mail and/or telephone week commencing 2<sup>nd</sup> December 2019 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.

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 to support@giftpay.com. The Flexi Gift 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. 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.
31. 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.
32. 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.

#### **PART G – UNCLAIMED PRIZES**

33. 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 H – NO LIABILITY**

34. 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.
35. 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.
36. 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.

37. 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.
38. 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.
39. 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.
40. 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.