

# Stockland's "Win 5 x \$100 Visa Gift Cards" Competition

## - Terms and Conditions -

### PART A – GENERAL TERMS

1. Information on how to enter Stockland's 'Win 10 x \$100 Visa Gift Cards' (**Competition**) and prize details form part of these terms and conditions.
2. Participation in the Competition constitutes acceptance of these terms and conditions. Entries must comply with these terms and conditions to be valid.
3. A copy of these terms and conditions can be obtained from the Calleya Sales and Information Centre on Cilantro Parkway, Treeby (**Sales & Information Centre**), or [stockland.com.au/calleya](http://stockland.com.au/calleya)

### PART B – DURATION

4. The Competition runs from 10am AWST on Sunday 20 May 2018 to 1pm AWST on Sunday 20 May 2018 (**Competition Period**).

### PART C – PROMOTER'S DETAILS

5. The promoter of the Competition is Stockland Development Pty Limited of Level 25, 133 Castlereagh Street, Sydney NSW 2000 (**Promoter**) and its related entities and, where the context permits, includes Stockland's employees, contractors and agents.

### PART D – WHO CAN ENTER THE COMPETITION

6. Entry into the Competition is available to all residents of Western Australia over the age of 18 years (**Entrant**).
7. Directors, officers and employees of the Promoter, and their immediate family members, are ineligible to participate in the Competition. For the purpose of this clause, 'Immediate family member' 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, or employee.

### PART E – METHOD OF ENTRY

8. To enter, an Entrant must, during the Competition Period:
  - (a) fully complete the competition entry form with all requested details (including name, address and contact phone number); and
  - (b) submit their completed competition entry form via the website competition portal or provide a hard copy to a Stockland team member or to the Sales Office.

(**Entry**).
9. Multiple Entries per Entrant are not permitted.
10. The time of Entry will in each case be the time the Entry is placed in the entry box at the Sales & Information Centre or received via the website competition portal.
11. 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.
12. An Entry cannot be modified after it has been submitted.
13. Entry in the Competition is free (except for internet connection charges which may apply and which must be paid by the Entrant).
14. 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).
15. The Promoter may, in its absolute discretion, modify, delete, or remove the whole or any part of an Entry.

## **PART F – HOW TO WIN**

16. All Entrants who have submitted valid Entries in accordance with these terms and conditions will be automatically entered into the prize draw (**Prize Draw**). The Prize Draw will take place on or prior to 21 May 2018.
17. The winning Entrants (**Winners**) will be the Entrants that submits the Entry that is randomly selected from all valid Entries in the Prize Draw.
18. The Promoter's decision in relation to any aspect of the Competition will be final and binding and no correspondence with Entrants or any other person will be entered into.

## **PART G – NOTIFICATION**

19. Each Winner will be notified by email or phone within 2 days after the Prize Draw.
20. The name and suburb (or town) of each Winner may, at the Promoter's sole and absolute discretion, be published in a local or state newspaper.
21. 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 H – PRIZE**

22. There are five (5) prizes to be won as part of the Competition. The prizes are five (5) x \$100 Visa Gift Cards. Each Winner will receive one (1) Visa Gift Card (**Prize**).
23. Each Winner grants the Promoter permission to communicate with it by email and/or telephone to provide instructions on how to claim the Prize. Each Winner must comply with the Promoter's instructions to claim the Prize.
24. The Promoter reserves the right to request each Winner to provide proof of identity and/or proof of Entry to claim the Prize.
25. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, stolen or lost.
26. It is a condition of accepting the Prize that each Winner:
  - (a) must comply with the Prize supplier's terms and conditions (if applicable); 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 or in connection with the Prize.
27. The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as the Prize.
28. The Prize is personal to each Winner, and is not transferable, exchangeable or redeemable for cash.
29. Independent financial and legal advice should be sought as to any tax or legal implications 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 each Winner.
30. If the Prize (or any part of the Prize) is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the Prize (or any part of the Prize) with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.

## **PART I – PUBLICITY**

31. 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. 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.
32. Each Winner 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, photographed, filmed and recorded. Each Winner authorises the Promoter to use such content together with the Winner's name, voice, Entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without payment of any fee or

compensation or further reference to the Winner. Each Winner agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, each Winner unconditionally and irrevocably consents to any act or omission that would otherwise infringe any moral rights in such content.

#### **PART J – UNCLAIMED PRIZES**

33. Subject to any legislation regulating the Competition, if the Prize is not claimed by a Winner within three months of the Prize Draw, the Prize will be deemed unclaimed.
34. The Promoter may conduct a further draw (**Unclaimed Prize Draw**) at Calleya Sales & Information Centre as is necessary for an unclaimed prize.
35. The winning Entrant of the Unclaimed Prize Draw will be the Entrant that submits the Entry that is randomly selected from all valid Entries in the Unclaimed Prize Draw and Parts G, H and I will apply.

#### **PART K – INVALID ENTRIES AND DISQUALIFICATION**

36. The Promoter may, in its sole discretion, declare any or all Entries made by an Entrant invalid, and/or prohibit further participation by an Entrant in the Competition or a Prize event/activity if the Entrant:
  - (a) does not comply with these terms and conditions;
  - (b) an Entry is incomplete or indecipherable;
  - (c) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another Entrant or potential Entrant of, or anyone else associated with, this Competition;
  - (d) engages in conduct which is misleading, deceptive, fraudulent, or damaging to the Promoter's goodwill or reputation; or
  - (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct 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).
37. The Promoter's legal rights to recover damages or other compensation from such an Entrant are reserved.
38. If the Promoter declares the Entry by a Winner to be invalid or prohibits further participation by a Winner in accordance with this Part, the Promoter may conduct a further draw (**Further Prize Draw**) as soon as reasonably practicable after the Promoter makes the relevant declaration.
39. The winning Entrant of the Further Prize Draw will be the Entrant that submits the Entry that is randomly selected from all valid Entries in the Further Prize Draw and Parts G, H and I will apply.
40. Failure by the Promoter to enforce any of its rights under these terms and conditions at any stage does not constitute a waiver of those rights.

#### **PART L – NO LIABILITY**

41. 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 the winning Entrant may have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and each Winner releases the Promoter from 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 by the Winner in connection with the Competition, or the use of any Prize, except for any liability which cannot be excluded by law.
42. The Promoter assumes 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.
43. 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 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.

44. The Promoter will not be liable for any loss (including direct, indirect or consequential loss), damage or personal injury which is suffered or sustained (including that caused by a person's negligence) arising from or in any way connected to the Competition or the Prize, including the use of the Prize, or for any faults or defects in the Prize, or if a Winner is unable to use the Prize for any reason, including if the Prize is damaged or lost, except for any liability that cannot be excluded by law.

#### **PART M – TERMINATION OF COMPETITION**

45. The Promoter reserves the right to vary the terms of, or cancel, this Competition at any time without notice and without liability to any Entrant or other person, subject to applicable laws.

#### **PART N – PRIVACY CONSENT**

46. The privacy collection notice contained in this Part O explains how the Promoter manages each Entrant's personal information and complaints. More information can be found on the Promoter's Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm>.
47. The Promoter collects each Entrant's personal information directly from each Entrant wherever practicable. The Promoter may collect personal information from its related companies or other third parties.
48. The Promoter will use each Entrant's personal information primarily to conduct the Competition and provide information about the products and services offered by the Promoter and its affiliate retailers. The Promoter will also use this information for research to improve its products and services. If an Entrant does not provide the Promoter with their personal information, as requested as part of the Competition, the Promoter may be unable to process that Entrant's participation in the Competition.
49. The Promoter may disclose an Entrant's personal information, including updates, to consultants, agents or contractors acting on the Promoter's behalf, parties to whom the Promoter has outsourced various functions, its related parties, entities and trusts, and regulatory authorities where required by law. The Promoter may disclose personal information to entities outside Australia, including to its related bodies corporate, data hosting and other service providers.
50. The Promoter's Privacy Policy sets out how an Entrant can access and make a request to correct their personal information the Promoter may hold about them, or to make a privacy complaint, and how the Promoter will deal with the complaint.
51. An Entrant may contact the Promoter 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 O – SOCIAL MEDIA**

52. This Part applies if the Competition is promoted on Facebook and/or Instagram or requires Entrants to access Facebook and/or Instagram to participate in the Competition.
53. Each Entrant:
- (a) releases Facebook, Inc., Facebook Ireland Ltd. and their related bodies corporate from all liability in connection with the Competition, except for any liability which cannot be excluded by law;
  - (b) acknowledges that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook;
  - (c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Facebook's terms and conditions of use from time to time, including Facebook's:
    - (i) Statement of Rights and Responsibilities at <https://www.facebook.com/legal/terms>;
    - (ii) Data Policy at <https://www.facebook.com/about/privacy>; and
    - (iii) Community Standards at <https://www.facebook.com/communitystandards>; and
  - (d) must not use personal timelines or friend connections when participating in the Competition.
54. Each Entrant:
- (a) releases Instagram, LLC and its related bodies corporate from all liability in connection with the Competition, except for any liability which cannot be excluded by law;
  - (b) acknowledges that the Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram; and

(c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Instagram's terms of use from time to time.

55. Entrants indemnify Stockland against all losses, liabilities, costs and expenses incurred by Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with a Entrant's breach of clauses 53 and 54.

**PART P – JURISDICTION**

56. These terms and conditions are to be governed by the law of the State of Western Australia and the parties must submit to the jurisdiction of the Courts of that State.