

**SMILE FOR SPRING COMPETITION TERMS AND CONDITIONS – Enter your details to go into the random prize draw to win one of four Spring prize packed each valued at \$599.87 ONLINE COMPETITION**

SCHEDULE	
<b>Item 1: Promotion Name</b>	<b>Stockland Caloundra Smile for Spring Competition</b>
<b>Item 2: Promoter</b>	Stockland Property Management Pty Limited ABN 22 000 059 398 of Level 25, 133 Castlereagh St, Sydney 2000
<b>Item 3: Participating Centre &amp; Retailers</b>	<b>Stockland Caloundra</b>
<b>Item 4: Prize Pool</b>	<p>4 x prize packs each valued at \$599.87:</p> <ul style="list-style-type: none"> <li>•\$100 Stockland Gift Card</li> <li>•Braven waterproof HD wireless speaker, powerbank and speaker phone valued at \$179.95</li> <li>•Beach pack from Pipeline Surf including: Quicksilver towel \$49.99, Billabong beach bag \$29.99 and a Hurley or Rusty hat \$29.99- total value of each pack \$109.97</li> <li>•Perfume pack from Terry White Chemists, either Roses De Chloe (Inc 50ml EDT and 75ml lotion) or Prada Candy (Inc 50ml EDP and 75ml lotion) each valued at \$110.00</li> <li>•Calvin Klein Fashion Sunglasses from Bright Eyes Caloundra each valued at \$99.95</li> </ul> <p>Total prize pool: \$2,399.48</p>
<b>Item 5 - Permit</b>	Not required in Queensland

## 1 Introduction

- 1.1 Participation in this Promotion and information regarding redemption of any prizes forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.

- 1.3 A copy of these terms and conditions can be obtained from the Stockland Caloundra Centre Management office or on the Stockland Caloundra website at [www.stockland.com.au/caloundra](http://www.stockland.com.au/caloundra).

## **2 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>.

- 2.1 We collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
- 2.2 We will use your personal information primarily to conduct the competition, 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.

## **3 Duration**

- 3.1 This Promotion runs from 9:00am Monday 22 August 2016 to 4:00pm on Sunday 4 September 2016 (“**Promotion Period**”).

## **4 Eligibility**

- 4.1 This Promotion is only open to all Queensland residents aged over 18 years of age.

- 4.2 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.
- 4.3 For the avoidance of doubt, employees of retailers and staff of participating Stockland shopping centres are ineligible to enter the competition.

## **5 Method of entry**

- 5.1 To enter the Random Draw, entrants must during the Promotional Period:
- (a) Visit either the Stockland Caloundra official Facebook page [www.facebook.com/Stocklandcaloundra](https://www.facebook.com/Stocklandcaloundra) ; the Stockland Caloundra website [www.stockland.com.au/caloundra](http://www.stockland.com.au/caloundra) , in-Centre via the ipad stand entry point or at [www.stockland.com.au/caloundrawin](http://www.stockland.com.au/caloundrawin); and
  - (b) Follow the link from the Facebook page to [www.stocklandpromo.com.au/caloundrawin](http://www.stocklandpromo.com.au/caloundrawin); and
  - (c) Submit the information required on the entry form titled "Smile for Spring: Enter your details to go into the random prize draw to win one of four Spring prize packed each valued at \$599.87 ONLINE COMPETITION"
- 5.2 Once the entry form is submitted, each entrant will be entered into the random prize draw.
- 5.3 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) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.5 Entry in the Promotion is free (excluding internet connection charges). Entrants are limited to one single entry, per person. Multiple entries from the same person will be disqualified.
- 5.6 The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.

- 5.7 Entries must be received by 4:00pm on Sunday 4 September 2016. The time of entry will in each case be the time the entry is received by the Promoter's database. The Promoter, its agents, affiliates or representatives will not be liable for any unreceived, lost, late or misdirected entries 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.
- 5.8 Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.
- 5.9 Should an entrant's details change during the Promotion 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.

## **6 Selection and Notification of Winners**

- 6.1
- 6.2 The random prize draw will take place 10am Monday 5 September 2016. Four prize winners will be randomly drawn from the valid entries received by the Promoter.
- 6.3 All prize winners will be notified by either phone, email or Facebook on Monday 5 September 2016.
- 6.4 The Promoter will publish the result of the Promotion on the website and Facebook page of Stockland Caloundra on Tuesday 6 September 2016.

## **7 Prize**

- 7.1 Four 4 x Prize packs each valued at \$599.87, including:  
\$100 Stockland Gift Card; Braven waterproof HD wireless speaker, powerbank and speaker phone valued at \$179.95; Beach pack from Pipeline Surf including: Quicksilver towel \$49.99, Billabong beach bag \$29.99 and a Hurley or Rusty hat \$29.99- total value of each pack \$109.97; Perfume pack from Terry White Chemists, either Roses De Chloe (Inc 50ml EDT and 75ml lotion) or Prada Candy (Inc 50ml EDP and 75ml lotion) each valued at \$110.00; Calvin Klein Fashion Sunglasses from Bright Eyes Caloundra each valued at \$99.95

Total prize pool: \$2,399.48

- 7.2 The prize is not transferable, redeemable or exchangeable for cash.
- 7.3 The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

- 7.4 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.
- 7.5 Any winner who is unable to take the prize as stated will forfeit the prize and is not entitled to any payment or compensation in lieu.
- 7.6 All reasonable attempts will be made to contact the Winners.
- 7.7 Any costs with redeeming or use of the prize will be at the cost of the Winner.

## **8 Prize collection**

- 8.1 Prize winners must collect their prizes from the Promoter at Stockland Caloundra Centre Management by 5pm AEDT by 12 October 2016 unless otherwise informed by the Promoter at the time of winning during centre trading hours after valid forms of identification have been shown. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize.
- 8.2 Should the prize not be claimed by the winner by the above mentioned date, the unclaimed prize will be forfeited and a redraw will take place.
- 8.3 The unclaimed prize redraw will take place at Stockland Caloundra Centre Management at 10am Tuesday 13 October 2016.

## **9 Release and indemnity**

- 9.1 The Promoter accepts no responsibility for the prize once they have been collected by the winner.
- 9.2 The Promoter accepts no responsibility for lost, late or illegible receipts.
- 9.3 This competition will 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.
- 9.4 This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook. Entrants acknowledge that:
  - (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook; and
  - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook; and

- (c) entrants release Facebook from all liability arising in respect of the Promotion and use or publication of the image.
- 9.5 The entrant indemnifies the Promoter against any claim, legal or otherwise that may arise out of use or publication of the image.
- 9.6 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) or for any personal injury suffered or sustained in connection with the Promotion, or the use of any prize, except for any liability which cannot be excluded by law.
- 9.7 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 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.
- 9.8 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 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 Promotion, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
- 9.9 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.
- 9.10 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, 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.

## **10 Termination of Promotion**

- 10.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

## **11 Decisions final**

- 11.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 11.2 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) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 11.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.