

## **TERMS AND CONDITIONS – SPEND FOR YOUR CHANCE TO WIN**

<b>SCHEDULE</b>	
<b>Item 1: Promotion Name</b>	<b>Spring 2016 Spend for your chance to Win a Fashion Racing Trip to Melbourne 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 Retailers</b>	All Fashion, Beauty and Accessory Retailers at Stockland Shellharbour (including relevant Major Retailers)
<b>Item 4: Prize Pool</b>	\$10,000
<b>Item 5: Permit Number</b>	LTPS/16/07277

### **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. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation. 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 Centre Management.
- 1.4 The laws of NSW govern this Promotion. Entrants submit to the jurisdiction of the courts of that State.

### **2 Privacy 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 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 the supplier of the Prize, 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 9am Saturday 24 September to 4pm Sunday 16 October 2016.

### **4 Eligibility**

- 4.1 This Promotion is only open to all residents of Australia.
- 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 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

### **5 Method of entry**

- 5.1 To enter, entrants must:
  - (a) spend \$60 or more at any Fashion and Beauty Participating Retailer;
  - (b) receive an entry form from the Participating Retailer.
  - (c) complete the entry forms in full and place the completed entry form into the competition barrel at Customer Care Desk.

- 5.2 Up to three receipts may be combined from multiple Participating Retailers from the same date to reach the \$60 required to be spent in order to be eligible to obtain an entry form. Multiple receipts must be brought to the Customer Care Desk for validation and to receive an entry form.
- 5.3 One entry form will be issued per eligible \$60 spent at Stockland Shellharbour. This is capped at 100 entries per transaction or receipt.
- 5.4 It is the responsibility of a customer to notify the Promoter if he or she returns an item identified on a receipt used to obtain an entry form. In this instance, the Promoter reserves the right to remove the entry from the Promotion.
- 5.5 Receipts from liquor purchases, lottery purchases, tobacco purchases and payments of bills and laybys are excluded.
- 5.6 It is the responsibility of a customer to notify the Promoter if he or she returns an item identified on a receipt used to obtain an entry form. In this instance, the Promoter reserves the right to remove the entry from the Promotion.

## **6 Draw**

- 6.1 The Prize will be randomly drawn at Stockland Shellharbour at 10am Monday 17 October 2016

## **7 Prizes**

- 7.1 The total Prize Pool for this Promotion equals \$10,000 (excl GST) prize specifically includes a travel pack supplied through 33 Degrees Worldwide Pty Ltd ABN 37 100 970 465 ("Supplier") and includes the following:
- (a) Car transfers from Wollongong to Sydney Airport and return for two (2) people
  - (b) Return economy flights between Sydney and Melbourne for the winner and one guest
  - (c) Return transfers from Melbourne Airport to a designated Melbourne accommodation to be determined at the Supplier's discretion at the time of booking.
  - (d) Three (3) nights accommodation in a minimum 4 star property (The winner and its companion traveller must check in on 30 Oct and check out on 2 Nov 2016)
  - (e) Two (2) tickets to Myer Fashions on the Field VIP tickets for Melbourne Cup (1 Nov 2016 11am to 4pm).
  - (f) Personal Shopper Appointment in Myer Melbourne for one (1) hour.
  - (g) \$1000 spending money (winner only)
  - (h) Dinner at top restaurant in Melbourne to the value of \$500
  - (i) Travel dates: The winner must be available to travel on the set dates: Sunday 30 October to Wednesday 2 November 2016
- 7.2 The prizes are not transferable, redeemable or exchangeable for cash.
- 7.3 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.

## **8 Notification**

- 8.1 The prize winner will be notified by phone and/or email on Monday 17 October 2016.
- 8.2 The Promoter will publish the result of the Promotion on the website of Stockland Shellharbour on Monday 17 October 2016.

## **9 Prize collection**

- 9.1 The Prize winner must contact 33 Degrees Worldwide Pty Ltd to organise the travel pack prize. The Promoter and 33 Degrees Worldwide Pty Ltd reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize. The Prize Winner acknowledges that its name and contact details will be provided to 33 Degrees Worldwide Pty Ltd to enable it to supply the Prize.
- 9.2 The winner must claim the prize within 48 hours of the draw on Monday 17 October 2016, otherwise the prize will be redrawn.
- 9.3 The winner must retain their stamped receipt/s to confirm the amount spent.

## **10 Publicity materials**

- 10.1 By entering into this Promotion, entrants accept that their name will be made public. A picture, along with the winner's name, may be requested for publication in local and regional newspapers as part of the competition.

## **11 Release and indemnity**

- 11.1 The Promoter accepts no responsibility for the prize once they have been contacted by 33 Degrees Worldwide Pty Ltd to organise the travel prize pack.
- 11.2 The Promoter accepts no responsibility for lost, late or illegible receipts.
- 11.3 The Gift may come with guarantees from the Gift 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 and its associated agencies and companies will not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law, including the Australian Consumer Law
- 11.4 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 and their associated companies from all liability arising in respect of the Promotion, use of the Prize and use or publication of the image.

## **12 Termination of Promotion**

- 12.1 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.

## **13 Decisions final**

- 13.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.

- 13.2 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.
- 13.3 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.

#### **14 Prize Conditions**

14.1 Winner must be available to travel on the preallocated dates being Sun, 30 October – Wed, 2 November 2016.

14.2 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

14.3 The winner may select guests of any age however, all guests under 18 years of age must travel with their parent or legal guardian. Anyone under the age of 18 is not permitted to attend the Myer Fashions on the Field VIP event at the 2016 Melbourne Cup Day

14.4 Winner will be required to sign a prize acceptance form including liability and publicity waiver within 48 hours of being notified as the winner to formally accept the prize.

14.5 Guests will be required to sign a prize acceptance form including liability and publicity waiver before the prize booking can be made.

14.6 Winner must finalise the prize booking with the Supplier within 48 hours of the prize draw/judging date.

14.7 Prize is a single event holiday and cannot be separated into different holiday vacations.

14.8 All passengers must travel together on the same flights and stay at the same allocated accommodation awarded as part of the Prize.

14.9 No compensation or alternative travel plans will be arranged should the Prize winner and/ or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel partner.

14.10 A credit card imprint may be required from the winner at check-in to the hotel for all incidental charges.

14.11 Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 including GST plus supplier charges which is payable by the winner.

14.12 Travel, Accommodation and dining suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the Prizing Agency).

14.13 Comprehensive travel insurance is highly recommended and is at the expense of the winner. If the winner chooses not to purchase travel insurance they will be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.

14.14 In the event that an element of the prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize.

14.15 Unless expressly stated in these terms and conditions all other expenses become the responsibility of the major prize winner and their companion including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.

14.16 The winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.