# Proof of Purchase Competition Terms and Conditions

SCHEDULE						
Competition	Bonus Eco Bag					
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000					
Permit(s) obtained for the Competition	NA					
Participating Retailers	Stockland Burleigh Heads Major Retailers					
	Aldi	Big W Wo		Woolworths		
	Stockland Burleigh Heads Specialty Stores					
	ANZ Bank	EB Games	Mori-Sushi Japanese Food	Sussan		
	Anaconda	Earth Markets	Muffin Brea	ak Suzanne Grae		
	Angel Care Nails	Elegant Eyebrows	Multi Servic	ces Tech House		
	Atlas Currency	Escape Travel	My Health Medical Centre	Telstra		
	Aussie Home Loans	Euro Sushi	Nextra Newsagend	cy Club		
	Bags to Go	Flight Centre	Nook Espresso	The Optical Superstore		
	Baker's Delight	Footmaster Shoes	OPSM	The Reject Shop		
	Bare Traps	Fresh Food Kitchen	Optus Yes	The Smoke Inn		
	Bay Audio	Gerber Dental	Pacific Smi	iles The Weiner Haus		
	Beacon Lighting	Guzman Y Gomez	Pascoe Jewellers	The Works		
	Bell Jar Café	Hairhouse Warehouse	Priceline	Unik Home		
	Black Pepper	Health Food Central	Prouds Jewellers	Unique Nail Lounge		
	Black Protein	Healthy Care Massage	QML	Vodafone		

	Bloom Hearing	Hi Speed Internet	Robins Kitchen	W-Lane	
	Boost Juice	Hollywood Nails	Rockmans	Woolworths	
	Bras 'n Things	Hungry Jack's	Smart Clinics Burleigh Heads	World Gym	
	Brumbys Go	Ice Express	Specsavers	Xtream Car Wash	
	Burleigh Print & Design	JB HiFi	Sportsgirl	Yvonnes Originals	
	Burleigh Town Chempro	Jeanswest	Spotlight		
	Burleigh Town Medical Centre	Just Cuts	Spring Spa & Skincare		
	Burleigh Town Post Office	Just Sunnies	Strandbags		
	Burleigh Town Tyres & Auto	La Pearl	Stefan		
	Busy Barber	Lilly's Boutique	St George Bank		
	Casablanca Hair	Liquorland	Studio 26 Hair		
	Chempro Burleigh Heads	Loot Homewares	Subway		
	Cherry Red Lounge Café	Magic Massage	Suncorp Metway		
	Commonwealth Bank of Australia	Meatsmiths Pty. Ltd.	Supre		
	Cotton On Mega	Michael Hill Jewellers	Supreme Kebabs		
	Dollar Stretcher	Mister Minit	Surf Dive & Ski		
	Donut King	Mobile Coverz	Sushi Bay	1	
Entry – residency restriction	Entry is only available to residents of: [Australia]				
Entry – age restriction	Entry is only available to persons over 18 years of age				
Competition Period	9am, Friday, 6 July 2018 – 4pm, Sunday 27 July 2018				
	Or				
	Once gifts have been exhausted. Whichever comes first.				
How to enter	To enter the Competition, each entrant must, during the Competition Period:				
	<ul> <li>(a) Spend a minimum of \$25 at specialty stores or \$50 at major retailers at Stockland Burleigh Heads during the promotional period.</li> </ul>				

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	(b) Show their receipt/s to the staff at the Customer Care Desk for validation.			
	(c) Complete entry form.			
	(d) Receive bonus gift if stock is available.			
Are multiple entries	Yes. But it is strictly one entry per customer, per day.			
permitted?	It is also strictly one entry per receipt where customers cannot claim multiple prizes on one receipt or combined receipts.			
Can customers combine receipts?	Yes, customers can combine receipts to the total of the minimum spend amount; \$25 spend at specialty stores and \$50 at major retailers.			
	Receipts must be from the same day when claiming bonus gift.			
Receipt of entries	The time each entry is received will be the time each entry is stamped/marked and provided to a relevant Stockland representative at the at Stockland Burleigh Heads.			
Prize(s) – description	Hunt and Gather Grocer string bag valued at \$15.99.			
	There will be 4 colours to choose from but it based on a first-in-first- served basis. There will be no re-order of colours during the promotional period.			
Total number of Prizes	There are a total of 700 Hunt and Gather Grocer string bags to be won. Once the total allocation has been exhausted, the promotion is complete and no further purchases will be honoured.			
Total Prize Pool	\$11,193			
Redemption of Gift with Purchase	There is no major prize draw. Gift with Purchase is redeemable immediately upon presentation of eligible receipt to Stockland Customer Care staff. Prizes awarded on a first-in-first-served basis. Prizes are strictly limited and available only while stocks last. Provision of prizes are strictly at the Promoters discretion. Promoter discretion is final and no correspondence shall be entered in to.			

Entrants should pay particular attention to:

- any unusual or onerous restrictions on the method of entry, if any (see the "How to Enter" section of the Schedule and Part D of these terms and conditions);
- the Promoter's potential use of photos and content uploaded as part of the Competition (see Part D of these terms and conditions); and
- the Promoter's limitation of liability (see Part I of these terms and conditions).

# **PART A - INTRODUCTION**

- 1. Information on how to enter and Prize details form part of these terms and conditions.
- 2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
- 3. Entries must comply with these terms and conditions to be valid.
- 4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the Schedule will prevail.

# PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each entrant's personal information for the purposes of:

- (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
- (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
- (c) research to improve its products and services.
- 6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.
- 7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy at <a href="https://www.stockland.com.au/privacy-policy">https://www.stockland.com.au/privacy-policy</a>.

## PART C - WHO CAN ENTER THE COMPETITION

- 8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
- 9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

#### PART D - HOW TO ENTER THE COMPETITION

- 10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
- 11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
- 12. An entry cannot be modified after it has been submitted.
- 13. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- 14. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
- 15. The eligibility of entries is solely within the discretion of the Promoter.
- The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
- 17. If entry is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Competition.
- 18. If entry is via Facebook, entrants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of the

Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

19. If entry is via Instagram, entrants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of the Competition are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### PART E - PRIZES

- 20. Each Prize is not transferrable, exchangeable or redeemable for cash.
- 21. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
- 22. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
- 23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
- 24. A winner's use of a Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

#### PART F - HOW THE WINNER(S) ARE DETERMINED

- 25. The winning entry or entries will be the determined if entries are submitted during the promotional period and by the availability of prizes. Whichever comes first.
- 26. The mechanism for determining each winner is solely within the discretion of the Promoter.

### PART G - NOTIFICATION AND CLAIMING THE PRIZE

- 27. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- 28. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
- 29. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
- 30. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

#### **PART H - UNCLAIMED PRIZES**

31. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or notified or does not claim their Prize within three months of the Prize Draw, the Promoter will conduct an unclaimed prize draw on the day which is three months from the Prize Draw.

32. Each winner of the unclaimed prize draw will be determined and notified in accordance with Parts F and G.

#### PART I - NO LIABILITY

- 33. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees 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) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
- 34. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
- 35. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

#### **PART J - TERMINATION OF COMPETITION**

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