

## “AUSTRALIA SQUARE – WIN LUNCH FOR A MONTH” TERMS AND CONDITIONS

1. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this promotion is deemed on acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including Australia Square Dining retailers and their employees, are ineligible to enter. Retailers and employees of retailers that operate within the promoter’s centre (and their immediate families) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences at 9am on 18/06/2018 and closes at 5pm on 06/07/2018 ADST (“**Promotion Period**”).
5. To enter, individuals must complete the following steps during the Promotion Period:
  - a) Purchase any item from participating retailers in the Australia Square Dining Food Court and receive a card with a promotional code from the retailer at the time of purchase
  - b) Visit the Australia Square website during the promotional period, <https://www.australiasquare.com.au/win> and follow the prompts to enter the competition to ‘Win Lunch for a Month’.
  - c) Enter the promotional code as well as personal details, including a valid email address
  - d) Accept the Terms and Conditions and Privacy Policy
  - e) By entering, entrants must agree to receive the Australia Square email newsletter and understand they may opt out at any time by clicking the unsubscribe button in the footer of any email received from Australia Square.
6. By submitting an entry, entrants acknowledge and warrant to the Promoter that each entry must comply with these Terms and Conditions. Entries that breach of these Terms and Conditions, as determined by the Promoter, will be deemed invalid.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including proof of purchase, 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 will 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.

- a) Each entrant is restricted to one entry per day during the promotional period.
  - b) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to use judgement to determine the identity of the entrant.
  - c) The promotion will be conducted with the food retailers (excluding O Bar and Dining, The Post Office and The Newsagent,) located in Australia Square Dining, 264 George Street, Sydney, NSW ("Participating Retailers")
8. This is a game of chance and approved under NSW permit number: LTPS/18/25179
  9. The winner will be drawn at 2pm on Tuesday 10<sup>th</sup> July 2018 at The Mint Partners, 3 Caledonia St Paddington. If prizes remain unclaimed by 30<sup>th</sup> July 2018 a second chance draw will be held at 2pm on Tuesday 31<sup>st</sup> July 2018 at the same address.
  10. The winners will each be notified by 5pm on Tuesday 10<sup>th</sup> July via email to arrange prize redemption.
  11. Should the winners not respond within forty-eight (48) hours, that winner will be deemed to have forfeited their prize and another winner will be chosen.
    - a) The ten (10) winning entries, determined by chance, will each receive a pre-loaded Australia Square Dining/GPT Givv Gift Card of \$350.00
  12. Winners must collect their gift card from the Australia Square Concierge by presenting their winning email. Where requested by the Promoter, the winner must provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that he or she is the winner, and is eligible to enter and has complied with these terms and conditions. All prizes should be claimed and collected in person by the winner within the building's core opening hours before 5pm on 27<sup>th</sup> July 2018. No prizes will be posted.
  13. GPT Gift Card Prize: Any prize which is or contains a GPT Gift Card is subject to the standard GPT Gift Card terms and conditions, available at [www.gpt.com.au](http://www.gpt.com.au)
  14. Total prize value: The maximum total prize value is AUD \$3500. The value of each prize is accurate at the date of commencement of the Promotion and is based on the recommended retail price. The Promoter accepts no responsibility for any variation in the value of the prize(s).
  15. If a prize (or any part of a prize) is unavailable for any reason outside of the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part of a prize) with a prize of equal value and/or specification.

16. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
  - a) any technical difficulties, whether or not under the Promoter's control;
  - b) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - c) any variation in prize value to that stated in these Terms and Conditions.
22. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period,

unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

23. Privacy: Each entrant's personal information may be collected, used and disclosed for administering this Promotion, complying with applicable laws relating to promotions such as this, passing on information to related entities, prize suppliers and relevant service providers and entering into a database for future promotional, marketing, research, and publicity activities of the Promoter or its related entities. Those activities may include contacting entrants with offers and promotional information (unless and until the entrant requests otherwise) by email, telephone and other means, and enhancing the Promoter's understanding of the entrant's interests and preferences. The Promoter may combine entrant's information with information from other sources (including social media, online services, wifi and third party information services). Some of the third parties with which the Promoter exchanges personal information are located outside Australia in countries like Singapore, United States of America, Hong Kong and India, and entrants acknowledge that the Promoter will not be accountable for those third parties under the Privacy Act and the entrant may not be able to seek redress under the Privacy Act. The Promoter regards the security of personal information as a priority however the Promoter cannot guarantee the security of personal information provided. The Promoter's Privacy Policy is available by contacting the Promoter or visiting <http://www.gpt.com.au/privacy-policy> . The Privacy Policy contains further details about the personal information collected, how and why it is collected, exchange of personal information with third parties and privacy rights of individuals to access and update their personal information and make complaints.

24. The Promoters are GPT RE Ltd (ABN 27 107 426 504) of Level 51, MLC Centre, 19 Martin Place, Sydney, 2000 and The Trustee for DEXUS Property Trust (ABN 20 572 686 455) of Level 25, 264 George Street, Sydney, 2000 Telephone: 02 9017 1100.

NSW Permit No. LTPS/18/25179