

## DEXUS STANDARD COMPETITION TERMS & CONDITIONS

### Deepwater Plaza / \$500 Fashion Gift Card Giveaway Terms and Conditions

1. These terms and conditions are for all entrants who enter CHRISTMAS IS ON US Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Wholesale Property Limited (ABN: 47 006 036 442) as Trustee for DWPF Deepwater Plaza Trust (ABN: 81 174 514 543). The address is Deepwater Plaza, 50-54 Railway Street, Woy Woy NSW 2256. Telephone: 02 4379 9999

#### ELIGIBILITY

3. Subject to conditions, this Promotion is only open to Australian residents aged 18 years or over.
4. The following are ineligible: (i) employees of the Promoter, Dexus or any of the tenants or retailers in the Participating Centre or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

#### PROMOTION PERIOD

5. This Promotion commences at 9.00am Australian Eastern Savings Time ("AEST") on Friday 17th of July 2020 and ends at 5.00pm on Friday 31<sup>st</sup> July 2020 AEST ("Promotion Period").

#### HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, simply:
  - Complete the competition entry form on the Deepwater Plaza website with their details
  - Tell us in 25 words or less how they will spend \$500 on fashion at Deepwater Plaza
7. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoters database and to be used in accordance with the purposes set out in these Terms and Conditions.

#### LIMITS ON ENTRY

8. One entry permitted per eligible person.

#### DRAW DETAILS

9. The winners will be judged and selected at the Promoter's Centre Management Office at 52 Railway Street, Woy Woy NSW 2256 at 10am AEST on Monday 3 August 2020.
10. The winner will be judged from the entire entries database for the Promotion.

#### WINNER NOTIFICATION

11. The provisional winner will be notified by phone or email. A provisional winner will only be deemed a winner once verified by the Promoter. The winner of the prize may have their name published on [www.deepwaterplaza.com.au](http://www.deepwaterplaza.com.au).
12. The prize must be redeemed from the Centre Management Office, Deepwater Plaza 52 Railway Street, Woy Woy NSW 2256 9am – 5pm Monday to Friday.

## **PRIZES**

13. 1 x \$500 Deepwater Plaza Shopping Centre Gift Card

**Total prize pool valued at \$500.00**

## **UNCLAIMED PRIZE DRAW**

14. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw after three months. The winner will be notified by phone or email. Any winner of a prize may have their name published on [www.deepwaterplaza.com.au](http://www.deepwaterplaza.com.au) or [www.facebook.com.au/DeepwaterPlaza](http://www.facebook.com.au/DeepwaterPlaza)

## **GENERAL**

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
  16. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
  17. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Gift Card prizes are valid for a 36-month period from date of issue and are subject to terms and conditions
  18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
  19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  20. Entrants consent to the Promoter using the entrant's 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.
  21. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) 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.
  22. If this Promotion is interfered with 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 to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
  23. The Promoter's decision is final, and no correspondence will be entered into.
  24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or
- In-centre competition standard Terms and Conditions as at May 2020**

electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

25. Nothing in these Terms and Conditions limit, exclude or modify 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 their respective officers, employees and agents) exclude 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

## **PRIVACY**

27. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity and research purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Dexus Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, all information provided will be removed from our active database. All entries remain the property of the Promoter. To view the Dexus Privacy Policy, please visit <http://www.dexus.com/who-we-are/privacy-policy>