

Live Life Get Active Competition 2020

Conditions of entry (Conditions)

- 1 Information about prizes and how to enter forms part of these Conditions. By entering, entrants accept these Conditions. Nothing in these Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 2 Directors, management and employees of the Promoter, associated companies or agencies as well as the immediate families of each of these people are not eligible to enter.
- 3 The promotion begins at 9:30am (AEST) on 3 February 2020 and closes at 10:30am (AEST) on Friday 28 February 2020 (**Promotion Period**).
- 4 To enter, entrants must, during the Promotion Period:
 - (a) fully complete the roll call with their name, telephone number and email address, for every class that they attend during the Promotional Period;
 - (b) attend a Live Life Get Active class at Northshore Riverside Park, Hamilton Reach located in Hamilton, during any week of the Promotional Period to qualify for the relevant weekly prize draw; and
 - (c) attend at least one Live Life Get Active class per week for four consecutive weeks at Northshore Riverside Park, Hamilton Reach located in Hamilton, during the Promotional Period to qualify for the final prize draw.
- 5 Each entrant may submit a maximum of 20 entries.
- 6 There is no fee to enter.
- 7 The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 8 The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 9 The weekly prize draw will be conducted at 2:00pm (AEST) each Friday during the Promotional Period (i.e. Week 1 on 7 February 2020; Week 2 on 14 February 2020; Week 3 on 21 February 2020; and, Week 4 on 28 February 2020) (**Draw Dates**). The final prize draw will be conducted at 2:00pm (AEST) on Friday 28 February 2020.
- 10 Entries must be received by the Promoter during the Promotion Period (or the preceding week of the Promotion Period in respect of the weekly prize draw).

- 11 Only entries submitted during the preceding week will go into the weekly prize draw on the relevant Draw Date and entries submitted in previous weeks will not be eligible for re-entry into the draw on subsequent Draw Dates.
- 12 The first valid entry randomly drawn will win the relevant prize.
- 13 Each entrant must create their own entry and only submit an entry in their own name. All entries become the property of the Promoter. The Promoter's decisions in relation to all aspects of the promotion is final and no correspondence will be entered into.
- The prizes are:
- (a) Week 1 Weekly Prize Draw: The Source Bulk Foods \$200 Gift Voucher (retail value: \$200)
 - (b) Week 2 Weekly Prize Draw: Bose Soundlink (retail value: \$299)
 - (c) Week 3 Weekly Prize Draw: Floatation Therapy Package (retail value: \$149)
 - (d) Week 4 Weekly Prize Draw: One of two Go Blender Pros (retail value: \$140 each)
 - (e) Final Prize Draw: Riverlife \$250 voucher (retail value: \$250)
- 14 The total prize pool is valued at \$1,178. All prize values are the recommended retail value (including GST) in Australia as provided by the supplier and are correct at the time of printing.
- 15 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 16 Once any prize has left the Promoter's or supplier's premises, the Promoter and its agencies and companies associated with the promotion will not be responsible for any delay in delivery of, or loss or damage to, the prize.
- 17 Each winner will be notified by telephone within 24 hours of the relevant draw. The Promoter will notify the winners when and where the prize can be collected.
- 18 The Promoter may require a winner to verify their entry and provide proof of identity, age, purchase or residency at the nominated prize delivery address. Proof considered suitable for verification is at the Promoter's discretion. Failure to provide any of this verification to the Promoter upon request may, at the Promoter's discretion, invalidate any or all of the entrant's entries.
- 19 If a winning entry is deemed not to comply with these Conditions, the entry will be discarded and a new winner of that prize will be determined by drawing a

further valid entry in the unclaimed prize draw in accordance within **paragraph 24.**

- 20 The Promoter may verify the validity of entries and, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, any person who manipulates or tampers with or benefits from any manipulation of or tampering with the entry process or the operation of the promotion (including, but not limited to, soliciting votes; disguising an IP address; using multiple email addresses, aliases or other electronic account to submit multiple entries for the same person); violates these Conditions; acts in a disruptive or dishonest manner; acts with an intent to annoy, abuse, threaten or harass any other person or jeopardises the fair operation of the promotion.
- 21 Prizes are not transferable or exchangeable and cannot be redeemed for cash. If, for any reason, a winner does not take an element of the prize at the time stipulated by the Promoter, that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the gaming authorities in each state and territory, where required.
- 22 If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, manipulation, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, where required.
- 23 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 24 In the event of a prize not being accepted or claimed within 10 business days months of the draw, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws at the same location as the original draw as are necessary to distribute the prizes, subject to any written directions given by any relevant authority. Any winner in this draw will be notified by telephone within 24 hours. If there are any unclaimed prizes, each unclaimed prize will be distributed to the next valid entry randomly drawn in descending order of value until all unclaimed prizes are awarded.

- 25 Each entrant consents, if the entrant becomes a winner, to Frasers Property using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in media and communication for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), Frasers Property and or products/services supplied by the Frasers Property.
- 26 Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in media and communication for an unlimited period of time without remuneration for the purpose of promoting the competition (including any outcome), the Promoter's business (including products and services supplied by the Promoter) if they win a prize.
- 27 The Promoter may use an entrant's personal information (such as the entrant's name, mailing address, email address or phone number) or disclose this information to third party service providers, contractors and agents to conduct this competition or communicate with the entrant. An entrant's personal information will be stored on the Promoter's database. If an entrant wishes to access, update or correct any of their personal information, they should contact the Promoter at the address below. A copy of the Promoter's privacy policy may be obtained at <https://www.frasersproperty.com.au/privacy> or by contacting the Promoter.
- 28 Privacy Collection Notice:
- (a) Frasers Property will collect the personal information that an entrant provides when it enters the promotion/competition and if an entrant wins the competition Frasers Property may collect more personal information from you.
 - (a) Frasers Property may also be required by gaming and lottery legislation to collect some of your personal information.
 - (b) Frasers Property for the purpose of (and relating to) conducting the competition/promotion [or insert defined term used for promotion/competition] and awarding any prize, including promoting the winner[s] of the promotion/competition and otherwise in accordance with the Frasers Property Privacy Policy.
 - (c) If Frasers Property does not collect some or all of this information, we may not be able to enter you into the competition or provide the prize.
 - (d) Frasers Property may disclose any entrant's personal information to:
 - (i) relevant suppliers, contractors, agents who assist us in administering the promotion/competition and awarding the prize;
 - (ii) marketing, research, and communications agencies

- (iii) regulatory bodies and other government agencies, including any authority responsible for the regulation of gaming and lotteries and other government agencies (where applicable); and
 - (iv) other parties, if require by law.
- (e) Frasers Property will collect, store and handle the personal information of all entrants in accordance with the Frasers Property Privacy Policy, which tells you how Frasers Property manages the personal information it holds and how it complies with its privacy obligations, including how you may request access to, and correction of, personal information Frasers Property holds about you, how you may complain about a privacy breach, and how Frasers Property will deal with a privacy complaint.
- (f) To see the Frasers Property Privacy Policy please visit: <https://www.frasersproperty.com.au/privacy> or call (02) 9767 2042 or email: companysecretariat@frasersproperty.com.au.
- 29 The Promoter reserves the right (in its discretion) to at any time cancel, substitute or vary any of these terms and conditions (in whole or in part).
- 30 The Promoter is Frasers Property AHL Limited (ACN 008 443 696) of Level 2, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138. Phone: (02) 9767 2000.

