ED.SQUARE TAKE A SELFIE WITH ED COMPETITION

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 Entry is open only to *New South Wales* residents aged 18 years or older. 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 11:00am (AEST) on 3 November 2019 and closes at 4:00pm (AEST) on 3 November 2019 (**Promotion Period**).

4 To enter, entrants must, during the Promotion Period:

5 (a) visit the Ed.Square Sales and Display Centre, Cnr Soldiers Pde and Campbelltown Rd , Edmondson Park;

6 take a photo of themselves with the large “Ed” lettering artwork installation; and

7 uploade the photo to the individual enatant’s Facebook page and tag @ed.squarecommunity or include #Ed.Fest in the photo to enter the draw.

8 Entries must be received by the Promoter during the Promotion Period. Each entrant may only submit one entry.

9 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. The Promoter has no control over mobile telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

10 The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

11 Each entrant is responsible for the entry they submit and for paying for the costs associated with entering the promotion.

12 The Promoter’s judging panel will review all valid entries received during the Promotion Period. The judging panel will judge all entries based on the best and most creative entry no later than two days after the close of entry. This is a game of skill and chance plays no part in determining the winners. The 10 entries judged to be the best entries will each win a prize. The Promoter’s and judges’ decisions in relation to all aspects of the promotion is final and no correspondence will be entered into.

13 Entries that are found to have been derived from third party work will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. Without limiting the generality of other conditions, the Promoter reserves the right to take legal action against anyone found to have breached this condition. The Promoter reserves the right in its sole discretion to (a) not consider any entry which is not in accordance with these Conditions and (b) disqualify any individual who the Promoter has reason to believe has breached any of these conditions of entry or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter’s legal rights to recover damages and other compensation are reserved.

14 Each entrant warrants and agrees that:

(a) the entrant has created the entry by himself or herself;

(b) the entrant is entitled to reproduce and exploit all of the underlying works in the entry;

(c) the entrant will not submit material in their entry that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the entrant is the owner of such rights;

(d) the entrant has not been previously published in any other medium or forum worldwide;

(e) they will not submit material that is unlawful; obscene; defamatory; derogatory; threatening; pornographic; sexually inappropriate; violent; abusive; harassing; hateful; racially, religiously or ethnically offensive; or encourages, evidences or indicates conduct that would be considered a criminal offence, gives rise to civil liability or violates any law;

(f) the entry will not cause injury or harm to any person or entity; and

(g) the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.

15 Each entrant consents to the Promoter (and each of its assignees and licensees) doing or omitting to do anything which may infringe any and all moral rights of the entrant including to edit, alter and reproduce the entry, and that such consents have been obtained to the full extent permitted under the *Copyright Act 1968* (Cth).

16 Each entrant agrees to:

(a) if required by the Promoter, sign a statutory declaration regarding the originality of their entry; and

(b) irrevocably and unconditionally licenses (together with a right to sublicense) to the Promoter all of the entrant's right, title and interest (including, without limitation, all intellectual property rights such as present and future copyright) in and to their entry and to sign a document (in a form to be determined by the Promoter) to acknowledge this grant of licence to the Promoter.

17 Each entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in their absolute discretion, to edit, amend, copy, use, publish, broadcast and communicate to the public, the entry in any media including the internet, without any further consultation, reference, payment or any other compensation to the entrant.

18 Each entrant must create their own entry and only submit an entry in their own name. All entries become the property of the Promoter.

19 Each of the winning entrants will win a prize of one Daily Bean Café voucher to the value of $50.00 (including GST).

20 The total prize pool is valued at $500.00**.** 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.

21 All vouchers are valid until 31 March 2019 and are subject to any terms and conditions imposed by the prize supplier. Vouchers cannot be redeemed for further vouchers and cannot be used in conjunction with any other discount, coupon or offer and is not redeemable for cash.

22 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).

23 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.

24 Each winner will be notified by Facebook within five days of the judging of the winner.

25 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 the entrant's entry.

26 Winners are to collect prizes in person at the Ed.Square Sales and Display Centre, Cnr Soldiers Pde and Campbelltown Rd, Edmondson Park. Prizes will not be posted. Prizes must be claimed within 8 weeks of the close of the competition.

27 If a winning entry is deemed not to comply with these Conditions, the entry will be discarded.

28 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.

29 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.

30 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.

31 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.

32 In the event of a prize not being accepted or claimed, the judges will select an alternate winner with the entry judged to be the next best entry to receive that prize.

33 Entries cannot be returned. By entering the promotion, entrants agree and understand that their entries may be used for promotional purposes without any further reference, payment, or other compensation to the entrant and/or owner of the photograph. Each entrant grants a non-exclusive, perpetual, royalty-free licence to the Promoter (and each of its assignees and licensees) to use their entry in any media and consents to the Promoter using the entrant's

entry, without attribution to the entrant or payment for use of the entrant's entry in any media worldwide.

34

35 Privacy Collection Notice:

(a) The Promoter will collect the personal information that an entrant provides (including name, mailing address, email address or phone number) when it enters the promotion/competition and if an entrant wins the competition the Promoter may collect more personal information from you.

(a) The Promoter may also be required by gaming and lottery legislation to collect some of your personal information.

(b) The Promoter may use the personal information that an entrant provides for the purpose of (and relating to) conducting the competition/promotion and awarding any prize, including promoting the winner(s) of the promotion/competition and otherwise in accordance with the Promoter's Privacy Policy.

(c) If the Promoter does not collect some or all of this information, it may not be able to enter you into the competition or provide the prize.

(d) The Promoter may disclose any entrant's personal information to:

(i) relevant suppliers, contractors, agents who assist the Promoter 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) The Promoter will collect, store and handle the personal information of all entrants in accordance with the Promoter's Privacy Policy, which tells you how the Promoter 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 the Promoter holds about you, how you may complain about a privacy breach, and how the Promoter will deal with a privacy complaint.

(f) 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.fraserspropertyaustralia.com.au/privacy or by contacting the Promoter.

(g) To see the Promoter's Privacy Policy please visit: https://www.fraserspropertyaustralia.com.au/privacy or call (02) 9767 2042 or email: companysecretariat@fraserspropertyaustralia.com.au

36 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).

37 The Promoter is Frasers Property AHL Limited (ACN 72446431427) of Level 2, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138. Phone: (02) 9767 2000.

38 Authorised under NSW Permit No. **LTPS/19/39533.**