

# Stockland Liveability Index 2021 Survey (Game of Skill)

## – Terms and Conditions of Entry –

### PART A – GENERAL TERMS

1. These terms and conditions govern the Stockland Liveability Index 2021 survey (Game of Skill) competition (**Competition**) and provide participants of the Competition (**Entrant** or **you**) with information on how to be eligible to participate in the Competition and to go into the draw to for the prize.
2. By participating in the Competition, the Entrant acknowledges and agrees that it has read, understood and agreed to these terms and conditions of entry. An Entrant must comply with these terms and conditions for their entry to be valid and to be eligible to go into the draw for the prize.

### PART B – PROMOTER'S DETAILS

3. The Promoter is Stockland Development Pty Limited ACN 000 064 835 of Level 25, 133 Castlereagh Street, Sydney NSW 2000 (**Promoter**).
4. The Promoter is a wholly owned subsidiary of Stockland Corporation Limited ACN 000 181 733 (**Stockland**).

### PART C – PRIVACY AND COLLECTION NOTICE

This Notice explains how the Promoter and its affiliates (“We”), manage your personal information and complaints. More information can be found in Stockland’s Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm>.

5. We collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
6. We will use your personal information primarily to conduct the Competition and survey, advise if you are a winner, and provide information about the products and services you have requested offered by us and our affiliate retailers. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your entry.
7. We may disclose your personal information, including updates to consultants, agents or contractors acting on Stockland’s behalf, parties to whom Stockland has outsourced various functions, our related parties, entities and trusts and regulatory authorities where required by law. We may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers.
8. Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint, and how we will deal with the complaint.
9. You may contact us by email at: [privacy@stockland.com.au](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25,133 Castlereagh Street, Sydney NSW 2000.

### PART D - WHO CAN ENTER

10. Entry to the Competition is open to residents who live in a Stockland Residential community. Entrants must be at least 13 years or older. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition. Directors, officers, management, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. ‘Immediate families’ means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.

11. The Competition opens on Monday 1<sup>st</sup> February and entries close on Sunday 14<sup>th</sup> March 2021 at 11:59PM Australian Eastern Daylight Time (AEDT) (**Competition Period**).
12. To be eligible to enter the Competition, Entrants must complete the online Survey in full and answer in full any additional questions required by the Promoter at its absolute discretion with respect to the Competition (**Competition Questions**).
13. Entries must not contain any offensive or inappropriate content. Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person. Further, Entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of the Promoter's business without the payment of any fee or compensation. The Entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded a prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
14. A completed survey Competition Questions cannot be modified after it has been submitted.
15. Entry in the Competition is free (excluding internet connection charges). Each Entrant is entitled to complete and submit the survey and Competition Questions once only. Multiple surveys from the same person will result in any additional entries from the Entrant being disqualified.
16. Entries must be received by Sunday 14<sup>th</sup> March 2021 at 11:59PM AEST. The time of entry will in each case be the time the entry is received by the Promoter's database and not the time of transmission by the Entrant. Stockland and the Promoter, its agents, affiliates and representatives will not be liable for any lost, late or misdirected surveys including delays in the delivery due to technical disruptions, network congestion or for any other reason. The Promoter or its affiliates accept no responsibility for entries not received by the closing date for any reason whatsoever.
17. Entrants that do not submit completed surveys and Competition Questions in accordance with these terms and conditions of entry, and any incomplete surveys and Competition Questions, will be deemed invalid.
18. A request to access or modify any information provided in an entry should be directed to the Promoter. Should an Entrant's details change during the Competition Period, it is the Entrant's responsibility to notify the Promoter of its change of details promptly, but in any case, any notification from the Entrant regarding amendments to details must be received by the Promoter prior to the Entrant receiving notification of the prize from the Promoter or Stockland. If any notification of changed details is received after the notification of the prize from the Promoter, the Entrant acknowledges that the prize will not be reissued under any circumstances.
19. All Entrants warrant to the Promoter that the above entry requirements have been met.

## **PART E – HOW TO WIN**

20. All completed surveys and Competition Questions submitted will be reviewed to confirm eligibility and compliance with these terms and conditions of entry will be judged at the head office of Stockland at Level 25, 133 Castlereagh Street, Sydney NSW 2000 on week commencing 15<sup>th</sup> March 2021.
21. The Competition is a game of skill and chance plays no part in determining the winners.
22. There are four (4) \$500 Flexi eGift Cards to be won in total as part of the Competition. One \$500 Flexi eGift Card (**Prize**) will be awarded to each winning Entrant (Prize). One winning entrant will be selected from each of the following states: NSW, QLD, WA & VIC. The qualifying communities are as follows:

<b>NSW</b>	<b>QLD</b>	<b>WA</b>	<b>VIC</b>
Willowdale The Gables Elara Altrove	North Shore Sovereign Pocket Newport Providence Pallara Aura Bokarina Beach	Vale Whiteman Edge Amberton Calleya Sienna Wood	Cloverton Edgebrook Waterlea Orion Highlands (including Mt Ridley Road, Lakeside &

	Kalina Foreshore		Hanna).
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23. In selecting the winning Entrants, the judges will give merit to the originality, clarity and creativity to the nature of the response to the Competition Questions required to be answered.
24. The Promoter's decision in relation to the winning entries and any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.

#### **PART F – PRIZES**

25. Each winning Entrant will be notified by e-mail and/or telephone week commencing 3<sup>rd</sup> May 2021 with instructions as to how to claim the Prize and establish his/her entitlement to it. Entrants grant the Promoter permission to communicate with them by e-mail and/or telephone for this purpose.
26. \*GiftPay is the eGift platform from which the Prize will be issued. GiftPay is owned and operated by Unified Incentives Pty Ltd, ABN 53 157 818 427, and use of the Prize is subject to the terms and conditions imposed by Unified Incentives Pty Ltd and the individual retailers at which the Prize is being redeemed. Further details regarding these terms and conditions and participating retailers can be found at: <https://www.giftpay.com/egift/info.aspx?gift=EH7WGK2D4E&value=100>.
27. For enquiries about eGift Card delivery, activation or redemption please contact GiftPay via email to support@giftpay.com. The Prize is subject to such terms and conditions as may be imposed by Giftpay and are as stated at the website noted above.
28. The Prize cannot be used in certain retail outlets. Stockland does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Prize, or for any card faults or defects or if the Entrant is unable to use the Prize for any reason including if the Prize is damaged or lost.
29. The Prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning Entrant does not take, or is unable to use, their Prize or any portion of it for any reason.
30. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winning Entrant.
31. If the Prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.
32. The Prize is subject to the terms and conditions of use applying to the Prize at the time it is issued by GiftPay and the retailer at which the Entrant has chosen to redeem the Prize.
33. In participating in the Competition, each winning Entrant agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. Each winning Entrant authorises and grants the Promoter an absolute and irrevocable right to use and reproduce such footage and photographs together with the Entrant's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference or requirement of payment to the winning Entrant. The Entrant acknowledges and agrees that Stockland owns all rights, title and interest (including intellectual property rights) in such photographs or videos and that any existing and future rights in such photographs or videos are assigned to Stockland.

#### **PART G – UNREDEEMED PRIZES**

34. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a Prize is not claimed by the winning Entrant within 3 years of the date the Prize was delivered to the Entrant, the prize will be deemed unredeemed and forfeited. The Entrant may not make a claim on the

Promoter or Stockland arising from or in connection to the Entrant's failure to redeem the Prize within the above timeframe.

35. The Entrant may not make a claim on the Promoter or Stockland arising from or in connection to the Entrant's failure to redeem or claim the Prize within the timeframes set out in clauses 25 and 34.

#### **PART H – NO LIABILITY**

36. The Prize may come with guarantees from the Prize provider 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 and any loss arising out of a claim by a third party) or for any personal injury suffered or sustained in connection with the Competition, or the use of the Prize, except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
37. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused or provided by an Entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
38. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any Entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other Entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
39. The Entrant acknowledges and agrees that once the Prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the Prize being damaged, stolen or lost. The Entrant is responsible for keeping the details of the Prize safe and secure and must not make a claim on the Promoter with respect to any subsequent loss or damage to the Prize whatsoever.
40. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions of entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
41. This competition may be conducted by the Promoter using social media which may be based outside Australia, Information posted, tagged or commented on, including photographs and videos may be transferred to the social media company's server outside Australia. By entering this Competition you consent and agree to this transfer.
42. This Competition is in no way sponsored, endorsed or administered by or associated with Facebook or any other social network, Entrants acknowledge that:
- a. any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
  - b. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network; and
  - c. entrants release Facebook and any other social network and their associated companies from all liability arising in respect of the Promotion and use or publication of the image and/or video.

43. Entrants must indemnify the Promoter and Stockland for and against all losses, liabilities, costs and expenses incurred by the Promoter or Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with the Entrant's breach of clauses 41 and 42.

#### **PART I – JURISDICTION**

These terms and conditions are to be governed by the laws of the State of New South Wales and the parties must submit to the jurisdiction of the Courts of New South Wales.