

## DEXUS STANDARD COMPETITION TERMS & CONDITIONS

### Eagle Street Pier / #summeratthepier Terms and Conditions

1. These terms and conditions are for all entrants who enter the '#summeratthepier' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Funds Management Limited ABN 24 060 920 783 as Trustee for Dexus Eagle Street Pier Trust ABN: 58 715 149 523 of Eagle Street Pier, 45 Eagle Street, Brisbane, QLD 4000. Email: eaglestreetpier@dexus.com.

#### ELIGIBILITY

3. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
4. The following are ineligible: (i) employees of the Promoter, the 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 10am on Sunday 12 December 2019 Australian Eastern Standard Time ("AEST") and ends at 9pm on Saturday 29 February 2020 AEST ("Promotion Period") on the following dates:

#### HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, simply:
  - Visit Eagle Street Pier.
  - Take a photo at Eagle Street Pier (including inside Eagle Street Pier venues).
  - Like the Eagle Street Pier Facebook or Instagram social media pages.
  - Post photo to Facebook or Instagram with hashtag #summeratthepier.
  - Winners will be selected at random on the dates outlined below.
7. It is a condition of entering the Promotion that entrants 'like' at least one Eagle Street Pier social media page, being [www.facebook.com.au/eaglestreetpier](http://www.facebook.com.au/eaglestreetpier) or [www.instagram.com/eaglestreetpier](http://www.instagram.com/eaglestreetpier).
8. It is a condition of entering the Promotion that entrants do not disparage Eagle Street Pier or its tenants within the post.

#### LIMITS ON ENTRY

9. Unlimited.

## **DRAW DETAILS**

10. The draw will take place at the Promoter's head office at Eagle Street Pier, 45 Eagle Street, Brisbane, QLD 4000 at 10am on the following dates:
  - Thursday 2 January 2020.
  - Saturday 1 February 2020.
  - Sunday 1 March 2020.
11. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
12. 1 x winner will be selected randomly on each of the dates outlined above.

## **WINNER NOTIFICATION**

13. The provisional winner will be notified by phone or email. A provisional winner will only be deemed a winner once verified by the Promoter. Any winner of a prize may have their name published on [www.facebook.com.au/eaglestreetpier](http://www.facebook.com.au/eaglestreetpier) and [www.instagram.com/eaglestreetpier](http://www.instagram.com/eaglestreetpier).
14. Prize can be collected Monday to Friday between 8am and 5pm from the Concierge Desk, Waterfront Place, 1 Eagle Street, Brisbane. Collection to be confirmed with Promoter by prize winner at least 1 business day prior.

## **PRIZES**

15. The first valid entry drawn will win the following:
  - Wednesday 1 January 2020 Sunnyslife Prize Pack RRP \$300.
  - Saturday 1 February 2020 Sunnyslife Prize Pack RRP \$300.
  - Sunday 1 March 2020 Sunnyslife Prize Pack RRP \$300.
  - **Total prize pool = \$900.00**

## **UNCLAIMED PRIZE DRAW**

16. 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 7 days following the initial prize draw for that month. The winner will be notified by Facebook or Instagram direct message from Eagle Street Pier. Any winner of a prize may have their name published on [www.facebook.com.au/eaglestreetpier](http://www.facebook.com.au/eaglestreetpier) and [www.instagram.com/eaglestreetpier](http://www.instagram.com/eaglestreetpier).

## **GENERAL**

17. Incomplete, indecipherable or illegible entries will be deemed invalid.
18. 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.
19. 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.

20. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. 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.
23. 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.
24. If this Promotion is interfered with in any 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.
25. The Promoter's decision is final and no correspondence will be entered into.
26. 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 electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. 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.
28. 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.

29. Participating and entering in this Promotion is considered a complete release of Facebook by each entrant or participant. It is also an acknowledgement that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook

## **PRIVACY**

30. 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>