

## DEXUS STANDARD COMPETITION TERMS & CONDITIONS

### Eagle Street Pier / Win an Audi Q2 at Eagle Street Pier Terms and Conditions

1. These terms and conditions are for all entrants who enter the 'Win an Audi Q2 at Eagle Street Pier' 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 1 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:
  - Visit Eagle Street Pier.
  - Complete a Competition Entry Flyer (available for collection at each participating dining venue or retailer).
  - Attach receipt (for purchases made at any participating Retailer based at Eagle Street Pier).
  - Deposit Flyer into the Entry Box (located at Shop 7).
  - Winners will be announced on the specified dates below.
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.
8. It is a condition of entering the Promotion that entrants agree for their personal information to be supplied to the competition and prize partner, Audi Centre Brisbane and used in accordance with their database subscription Terms and Conditions.

## LIMITS ON ENTRY

9. 1 entry per \$10 spent at Eagle Street Pier during the promotion period.
10. Proof of purchase must be supplied by way of a printed receipt and stapled to the entry form.

## DRAW DETAILS

11. The draw will take place at the Promoter's office at Eagle Street Pier, 45 Eagle Street, Brisbane, QLD 4000 at 10am on Monday 2 March 2020.
12. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
13. 1 x winner will be selected randomly as drawn from the entry box at the conclusion of the competition period.

## WINNER NOTIFICATION

14. 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).
15. Prize can be redeemed from Eagle Street Pier, 1 Eagle Street, Brisbane, QLD 4000 at a date and time suitable to the competition operator and prize winner.

## PRIZES

16. The first valid entry drawn will win the following:
  - Audi Q2 35 TFSI S-tronic Design MY19
  - Options: Electric Tailgate
  - Colour Ibis White
  - VIN: WAUZZZGA8KA082425
  - Inclusions, on roads: 12 month registration, dealer delivery, Compulsory Third Party (CTP) Insurance
  - **On Road RRP \$49,710.50**

## UNCLAIMED PRIZE DRAW

17. 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 on 9/03/2020. The winner will be notified by phone or email. 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

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

20. 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.
21. 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.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. 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.
24. 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.
25. 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.
26. The Promoter's decision is final and no correspondence will be entered into.
27. 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.
28. 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.
29. 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.

30. 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**

31. 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>