

Terms and Conditions

1. The Competition is promoted by SX Asset Management Pty Ltd ABN 95 165 497 929 as trustee for Cairnlea Town Centre, 100 Furlong Rd, Cairnlea, Vic, 3023.
2. All entrants will be subject to, and will need to adhere to, these terms and conditions as set out by the Promoter.
3. Entry into the Competition constitutes the entrant's unconditional acceptance of these terms and conditions.

Eligibility

4. The Competition is open to Australian residents aged 13 years or older residing in the state in which the Centre is located. All entrants under 18 years of age must have prior consent from a parent or guardian before entering the Competition and must be able to provide evidence of such consent on request.
5. The Competition is open to all persons except employees, contractors, agents of the Centre, sponsors of the Competition and their immediate families; employees of SX Asset Management Pty Ltd ABN 95 165 497 929 (or a related body corporate) and their immediate families; tenants in the Centre and their immediate families; the staff of tenants in the Centre and their immediate families; the contractors of tenants in the Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of this Competition and their immediate families. Immediate families mean parents, siblings, spouse, children and grandparents. Tenant means lessees, licensees and in the case of a corporation, includes their directors.
6. The Promoter reserves the right to verify the validity of entries submitted to the Competition. The Promoter may request any document which establishes an entrant's eligibility to enter to the Competition including, without limitation, an entrant's identity, age and place of residence.

General

7. No responsibility will be accepted for late, lost, incomplete or misdirected entries. Entries which contain incorrect contact details shall be deemed invalid. 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 conditions, or engaged in 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 a person are reserved.

8. Any attempt to cause damage to any website or the information on any website associated with this competition or to otherwise undermine the fair and legitimate operation of this competition may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages from the offender to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage.

9. The Competition is not valid in conjunction with any other offer.

10. Any decision made by the Promoter in respect of the Competition is final and binding and no correspondence shall be entered into.

Reasonable Control

11. If the conduct or operation of the Competition is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter, the Promoter reserves the right to (subject to any statutory requirements) suspend, modify, recommence or terminate the Competition as appropriate. For the avoidance of doubt, any cause which is outside the reasonable control of the Promoter includes, without limitation, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer viruses or technical failures.

Prize

12. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.

Winner

13. The Winner, once selected, will be notified by telephone or writing. If, despite all reasonable attempts, the Winner cannot be notified or the Promoter has not had any return communication from the Winner within three months of such notification, the Winner will no longer be entitled to the Prize and the Promoter may select a replacement winner at a time determined by the Promoter (Replacement Winner). In such case, the Replacement Winner will be entitled to the Prize. The Replacement Winner is deemed a Winner for the purposes of these terms and conditions.

14. Prizes must be collected from Centre Management at the Centre between 9.00am and 5.00pm Monday to Friday. Proof of identity will be required to collect a Prize. All costs, associated with collecting a Prize are the sole responsibility of the Winner and will not, under any circumstances, be compensated by the Promoter. For the avoidance of doubt, costs include, without limitation, travel and parking.

15. If a Prize is not collected by a Winner or Replacement Winner within four weeks of any communication purporting to accept a Prize, the Winner or Replacement Winner will forfeit the Prize. Subject to any statutory requirements, the Promoter reserves the right to award the Prize to another eligible entrant in accordance with the terms and conditions of the Competition.

16. If the Winner is under 18 years of age, the Prize will be awarded to the Winner's nominated parent/guardian upon presentation of photo identification. The parent/guardian shall be deemed the Winner (or Replacement Winner as the case may be) for the purposes of these terms and conditions.

17. Prizes are not transferable, refundable or exchangeable for cash or kind and may be subject to additional terms and conditions of the supplier or issuer as applicable.

Intellectual property

18. By entering the Competition, each entrant grants to the Promoter or its related entities, a world-wide, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right to use, reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of each entry, without compensation. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

Privacy

19. By entering the Competition, entrants provide the Promoter with authority to use their name, likeness, image and/or voice (including any photograph, film, and/or recording of same) in any media at any time or times without remuneration for the purposes of promoting the Competition, the Centre, the Promoter and/or the Promoter's (or its related entities) products or services. Further, Winners agree to participate in all reasonable promotional activities in relation to the Competition and the winning of a Prize.

20. By participating in the Competition, each entrant acknowledges and agrees that the Promoter collects personal information about entrants for the purposes of:

- i. including entrants in the Competition and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Competition; and
- ii. enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the Competition, an entrant agrees that

the Promoter may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.

21. By participating in the Competition, entrants agree that the Promoter may use information provided on Entry Forms or in connection with claiming any Prize in accordance with SX Asset Management Privacy Statement. A copy of the Centres' Privacy Statement will be available for viewing at Centre Management.

Limitation of Liability

22. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Competition or in connection with a Prize.

23. The warranty on any goods and services obtained as a result of the Competition remains the sole responsibility of the manufacturer or supplier of the goods or services as applicable.

24. The Promoter accepts no responsibility for any tax implications that may arise from any of the Prizes or the use thereof.

25. All internet, mobile phone and/or SMS charges in relation to the Competition are the sole responsibility of the entrant.

26. The Promoter assumes no responsibility for:

- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise;
- ii. any theft, destruction or authorised access to, or alteration of such communications; and
- iii. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition.

Severability

27. Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition of unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity of the provision in any other jurisdiction.

Facebook

28. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant agrees to release Facebook from all liability in connection with, or in relation to, the Competition.

29. The terms and conditions of the Competition do not intend to conflict with, or derogate from, the terms and conditions contained in Facebook's 'Statement of Rights and Responsibilities' (<https://www.facebook.com/legal/terms>), 'Data Use Policy' (<https://www.facebook.com/about/privacy>) or the 'Facebook Pages Terms' (https://www.facebook.com/page_guidelines.php).