

WINTERGARDEN SPEND AND WIN

TERMS AND CONDITIONS

1. Instructions on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Entry into this promotion is free and this is a game of chance.
3. Entry to this promotion is open to all Brisbane (QLD) residents, excluding employees, agents and contractors of the Promoter, employees of Wintergarden, ISPT and Jones Lang LaSalle, retailers and their staff at Wintergarden and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
4. Entry to this promotion is restricted to persons over 18 years of age.
5. The promotion commences at 8am (local time) on Monday 05 October 2020 and closes at Midnight (local time) on Sunday 25 October 2020 ("Promotional Period").
6. To enter, an entrant must, during the promotion period:
 - a. Spend \$150 in one transaction at a Wintergarden retailer, for a full list of retailers, refer to the Wintergarden website - <https://wgarden.com.au/terms-conditions/>
 - b. Input the requested details and submit a valid entry for the promotion.
7. Entrants may only enter once.
8. Winners will be contacted via text message, with instructions on how to claim their prize. Winners will be notified weekly.
9. The Promoter reserves the right, at any time, to verify the validity of entries 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. The first 1,001 participants during the promotional period will be winners.
11. The first one thousand and one (1,001) valid entries drawn will each win a digital mastercard.
12. The winner is responsible for downloading their prize from the text message supplied to their smart phone.

- a. Should the winner not have a smart phone, they will be responsible for forwarding the text message to another smart phone and downloading to that device. No physical gift cards will be issued.
13. Any ancillary costs associated with redeeming any prize / gift card is not included. Any unused balance of any prize / gift card / gift voucher will not be awarded as cash.
14. If for any reason any part of the prize is unable to be provided, Wintergarden reserve the right to substitute any item for one of a similar value.
15. Digital mastercards are redeemable at Wintergarden Beauty retailers – Massage Philosophy, Mecca Maxima, Pharmacy Outlet, Results Laser Clinic and VIP Nails.
16. Redemption of any digital mastercard is subject to any terms and conditions of the issuer including those specified by Wintergarden.
17. Printing errors and other quality control matters will not be used as reasons for refusing redemption of prize.
18. Any attempt to interfere in the fair running of this promotion will result in immediate disqualification.
19. Participation in this promotion will be deemed as acceptance of these terms and conditions.
20. Wintergarden will not accept responsibility for any lost, late or misdirected entries or entries not properly completed.
21. This promotion is offered in good faith and does not to give rise to any legal dispute and is binding in honour only. In the case of a dispute or challenge, the decision of the Senior Marketing Manager of Wintergarden will be final. The Promoter's decision is final and no correspondence will be entered into.
22. If for any reason a winner does not redeem the prize within the time stipulated by the Promoter, then the prize will be forfeited.
23. Total prize is valued at \$20,020.
24. All prizes are offered by the Promoter in good faith and prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. All Prizes must be claimed by 27 November 2020. Unclaimed prizes will be forfeited.
26. By entering, each entrant agrees that the Promoter may use personal information disclosed, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants should direct any request to access, update or correct information to the Promoter.
27. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the

Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;

- a. to disqualify any entrant; or
- b. to modify, suspend, terminate or cancel the promotion, as appropriate.

28. 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.
29. All entries become the property of the Promoter.
30. Nothing in these Terms and Conditions limits, excludes or modifies 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 States 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 its respective officers, employees and agents) excludes 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.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
32. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By opting in, entrants agree to join the Wintergarden database and the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.
33. At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.

34. The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
35. The laws of the State of Queensland, Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Queensland, Australia.
36. The Promoter is ISPT Pty Ltd in its capacity as the Trustee for Industry Superannuation Property Trust No. 2 (ABN 28 064 041 283), trading as Wintergarden (ABN 70 014 228 200).