

## WINTERGARDEN WEBSITE GIVEAWAY TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed as acceptance of these Terms and Conditions.
2. Entry into this competition is free and this is a game of chance.
3. Entry to this competition 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 competition is restricted to persons over 18 years of age.
5. The promotion commences at 8am (local time) on Thursday 26 November 2020 and closes at Midnight (local time) on Sunday 10 January 2021 ("Promotional Period").
6. One winner will be drawn from entries received throughout the Promotional Period.
7. The Winner of this promotion will be drawn at random on 11 January 2021 at the Wintergarden Centre Management office.
8. To enter, an entrant must, during the promotion period:
  - a. Complete the entry form at [www.wgarden.com.au](http://www.wgarden.com.au)
9. Participants may enter once per day.
10. Entries are accumulative for the Promotional Period.
11. The Winner will be contacted via email, with instructions on how to claim their prize.
12. 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.
13. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with the Terms & Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
14. There will be One (1) prize winner only.
15. The prize is a \$595 R.M. Williams gift voucher.
16. The winner is responsible for collecting their prize from Wintergarden Centre Management.

17. Any ancillary costs associated with redeeming any prize / gift card is not included. Any unused balance of any prize / gift card will not be awarded as cash.
18. 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.
19. Gift vouchers are redeemable at Wintergarden only.
20. Redemption of any gift card/gift voucher is subject to any terms and conditions of the issuer including those specified by Wintergarden.
21. Printing errors and other quality control matters will not be used as reasons for refusing redemption of prize.
22. Any attempt to interfere in the fair running of this competition will result in immediate disqualification.
23. Participation in this competition will be deemed as acceptance of these terms and conditions.
24. Prize winners do not have to be present at the prize draw to claim their prize, they must however visit Wintergarden Centre Management to collect their prize.
25. Wintergarden will not accept responsibility for any lost, late or misdirected entries or entries not properly completed.
26. 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.
27. If for any reason a winner does not redeem the prize within the time stipulated by the Promoter, then the prize will be forfeited.
28. Total prize is valued at \$595 as at 25 November 2020.
29. 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.
30. Prize collection: The winner is responsible for liaising with Wintergarden Centre Management Office to arrange redemption of the prize. Wintergarden Centre Management Office is located on level 2 of The Regent, 167 Queen Street Brisbane 4000 and the office is open during normal business hours (9.00am to 5.00pm Monday to Friday). Centre Management may be contacted on (07) 3229 9755. Entrants must present photo identification and email to claim their prize.
31. All Prizes must be claimed by 28 February 2021. Unclaimed prizes will be forfeited.
32. The promoter shall not be held liable for any loss or damage whatsoever, which is suffered or sustained by any person as a result of the use of, or in connection with the prize, including loss or damaged suffered as a result of negligence, but not including liability which cannot be excluded by law.
33. 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.

34. 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.
35. 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.
36. All entries become the property of the Promoter.
37. 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.
38. At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.
39. The Promoter ensures that all security systems will be put in place to ensure that the competition will not be tampered with in any way or form.
40. The decision of Wintergarden's Senior Marketing Manager is final and no correspondence will be entered into.
41. 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.
42. The Promoter is ISPT Pty Ltd in its capacity as the Trustee for Industry Superannuation Property Trust No. 1 (ABN 28 064 041 283), trading as Wintergarden (ABN 70 014 228 200).
43. The Promoter reserves the right, at any time, to change the terms and conditions including the prize redeem dates.