

**WINTERGARDEN MECCA COSMETIC SUN SERIES PRIZE PACK DIGITAL  
GIVEAWAY OCT 2023**

**TERMS AND CONDITIONS**

1. Information 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.
2. Entry is only open to Brisbane residents aged 16 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Entries into the promotion open at 08:00AM AEST on 25 October 2023 and close at 11:59PM AEST on 1 November 2023 ("**Promotional Period**").
6. To enter, individuals must complete the following steps during the Promotional Period:
  - (a) visit and **follow** the Wintergarden Brisbane Instagram Page at @wintergardenbrisbane ("**Instagram Page**");
  - (b) locate the promotional post on the Instagram Page; and
  - (c) Post a direct **comment** on the promotional post tagging one (1) friend.
7. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements.
8. Only one (1) prize is permitted per person (excluding SA, NSW, VIC, WA, TAS residents).
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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete, indecipherable, or illegible entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Wintergarden Centre Management Office, Level 2, 171-209 Queen Street Mall, Brisbane QLD 4000 on 3 November 2023 at 3:00PM AEST.

The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by Instagram direct message and their names will be published at in the caption of the competition post from 3/11/2023.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first two (2) valid entries drawn will each win a MECCA COSMETICA Sun Series range.
15. The Wintergarden Digital Gift Card will be issued via SMS to the winners' nominated mobile phone number. Winners must have compatible phone to download the 'Vault Payments' app and add the Wintergarden Digital Gift Card to phone wallet. If they do not, the Wintergarden Digital Gift Card will be forfeited and will not be exchanged for cash. Once the Wintergarden Digital Gift Card is issued, winners have two (2) months from the date of issue to activate the Wintergarden Digital Gift Card via the Vault Payments app or the funds will be lost and an alternative will not be provided.
16. Any ancillary costs associated with redeeming the Digital Gift Card are not included. Any unused balance of the Digital Gift Card will not be awarded as cash. Redemption of the Digital Gift Card is subject to any terms and conditions of the issuer including those specified on the Digital Gift Card.
17. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in 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.
20. Total prize pool value is \$360
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash,
22. A draw for any unclaimed prizes may take place on 30 November 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by Instagram direct message and their names will be published in the caption of the competition post from 30/11/2023.
23. Entrants consent to the Promoter using their 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. 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, 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: (a) to disqualify any entrant; or (b) subject to any written directions

from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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 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.
28. 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/the prize.
29. In order to conduct this Promotion, the Promoter (and/or an agency on their behalf) needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to JLL, agents, contractors, service providers, prize 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 relevant Participating Centre's database. The Promoter and JLL 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 and for such other purposes as set out in their Privacy Policies. Entrants should direct any request to access, update or correct information to the Promoter or JLL. All personal details of entrants will be stored in accordance with the relevant Privacy Policy. Upon the entrant's request, all information provided will be removed from the relevant active database. To request details to be removed, please email [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com). Information will be removed as soon as reasonably possible in accordance with the relevant Privacy Policy and applicable laws. Any complaints regarding the treatment of personal information should also be directed to [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com) and will be dealt with by the Promoter in accordance with its respective Privacy Policy. To view the relevant Participating Centre's Privacy Policy please email [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com) (JLL) and request a copy. All entries remain the property of the Promoter.

30. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use, which can be found at <http://instagram.com/about/legal/terms> .
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. The Promoter is Jones Lang LaSalle (NSW) Pty Ltd (ABN 37 002 851 925) of Level 27, 180 George Street, Sydney NSW 2000, telephone: (02) 9220 8500 ("JLL"), trading as Wintergarden, trading as 171-209 Queen Street Mall, Brisbane QLD 4000, telephone: (07) 3229 9755.
33. MECCA COSMETICA Sun Series range prize pack is as follows:
  - 1 x Great Protectors Gift Pack (1 x To Save Body SPF50+ Hydrating Sunscreen and 1 x To Save Face SPF50+ Superscreen) \$80
  - 1 x To Save Face SPF50+ Brightening Sun Serum \$48
  - 1 x To Save Lips Superscreen Protective Lip Balm with SPF50+ \$20
  - 1 x To Save Skin After Sun Mist \$32