

# TERMS AND CONDITIONS – PHOTO WITH SANTA 2024 COMPETITION

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1. The Promoter is Lendlease Development (Australia) Pty Limited of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is 1800 233 066.
2. Only residents of Australia aged 16 years of age or older (**Participant**) are eligible for the Competition.
3. The following person(s) are ineligible to enter the Competition:
  - (a) employees of:
    - (i) the Promoter; and
    - (ii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors; or
  - (b) members of the Immediate Families of the employees referred to at paragraph 3(a)  
**Immediate family** means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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 first cousin.
4. The Competition will be conducted on [www.sunshineplaza.com](http://www.sunshineplaza.com) and commences from 9.00am AEST on Sunday 24 November 2024 until 11.59pm AEST on Thursday 5 December 2024 (Competition Period).
5. The Promoter may extend the Completion Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on [www.sunshineplaza.com](http://www.sunshineplaza.com). References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
6. The prize is a Santa's Gift Pack valued at \$52.20 and each pack contains: 2x 6x8 photos, 4x 4x6 Photos, 8x Wallet Photos, 1x Magnet Frame, 1x High resolution digital file, 2x Christmas cards, 1x Calendar, 3x Bookmarks, 4x Gift Tags and 1x Booking Fee.
7. A total of ten (10) Prizes will be available with a total value of \$522.00
8. To enter, the Participant must complete the online form during the Competition Period and agree to receive ongoing email communications from Sunshine Plaza.
9. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition:
  - (a) within the Competition Period;
  - (b) in the strict manner specified on the entry form for the Competition; and
  - (c) by the method specified on the entry form for the Competition.
10. Only one entry is permitted from a Participant during the Competition Period.
11. The Prize is not redeemable for cash.
12. The Prize is personal to the winner. It cannot be transferred, exchanged, or otherwise dealt with.
13. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
14. The entries will be judged by a judging committee from 9.00am AEST on Friday 6 December and 4.00pm AEST at the Sunshine Plaza Centre Management Office. Winners will be notified via email by 5.00pm AEST on Friday 6 December 2024.
15. The first ten eligible entries drawn at random from all eligible entries will win the Prize.
16. The judge's decision is final, and no correspondence will be entered into.
17. By entering into the Competition, the Participant is deemed to have accepted these terms and conditions.
18. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
19. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused

- (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
19. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
  20. The winner is required to respond to the correspondence indicating they accept the Prize.
  21. The Promoter may conduct such further draws if, despite using all reasonable efforts, the original winner cannot be contacted, at the same place as the original judging as is necessary by 5.00pm AEST on Thursday 12 December to distribute any unclaimed Prize.
  22. All entries become the property of the Promoter.
  23. The Promoter may cancel the competition and not award the Prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
    - (a) advertise that the Competition has been cancelled by sending email communications to all who have Participated.
    - (b) promptly destroy all entries received; and
    - (c) not use the personal information that any Participant has provided on the entry form.
  24. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
  25. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## PRIVACY STATEMENT

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Personal information you provide to Lendlease Development (Australia) Pty Ltd by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this Competition including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Sunshine Plaza. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Competition. We are required or authorised to collect your personal information under laws such as *The Office of Liquor and Gaming Regulation Lotteries Act 1997* and other relevant laws and regulations subject to approval of the gaming authorities in each State and Territory where required.

We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for the Competition or our other business activities.

We may disclose your personal information to other Lendlease Group entities, or a third party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, <http://www.lendlease.com/au/privacy/>. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer at [privacy@lendlease.com](mailto:privacy@lendlease.com) or call 1800 233 066.

References to 'we' and 'us' in this statement include the owners of the Sunshine Plaza.