

## TERMS & CONDITIONS – Shocolate Giveaway PROMOTION CENTRE: *Highpoint Shopping Centre*

1. Information on how to enter and prizes form part of these terms and conditions. Entry into the **Shocolate Giveaway Promotion** (the **Promotion**) is deemed to be an acceptance of the following terms and conditions. Entries must comply with these conditions to be valid.
2. **Who can enter?** Entry is only open to residents of Victoria, Australia. The Promoter's directors, management, employees, retailers, tenants of participating centres and their immediate families together with agencies and suppliers associated with this Promotion are ineligible to enter.
3. **Promotion Period:** This Promotion commences at 5pm on Monday 15 April 2019 and closes at 12pm Thursday 18 April 2019.
4. **How to enter?** To enter the Promotion, an entrant must, during the Promotion Period:
  - a) *Follow both the Highpoint and Shocolate Instagram page*
  - b) *Comment under the competition post by tagging a friend*
  - c) *Ensure you and your tagged friend's accounts are set to 'public'*
5. **Receipt of Entries:** Entries are deemed to be received at time of receipt by the Promoter. Records of the Promoter are final and conclusive.
6. **How many times can you enter?** Multiple entries will be accepted.
7. **The draw:** All valid entries received during the Promotion Period will be placed into the draw. The draw will take place in the centre management office at 1pm Thursday 18 April 2019. The judge(s) or Promoter's decision is final and no correspondence will be entered into.
8. **Prize details:** There is one (1) prize to be won.

The first (1) correct and valid entry drawn will win the major prize of one (1) Shocolate Gift Hamper.

Winners are requested to collect their prize from Highpoint's Customer Service Desk located on Level 3. The prize does not include delivery.
9. **Total prize value:** The total maximum prize value is AUD \$450.00. The value of each prize is accurate at the date of commencement of the Promotion and is based on the recommended retail price. The Promoter accepts no responsibility for any variation in the value of the prize(s).
10. **Notification:** Winners will be notified via the Highpoint Instagram page.
11. **Winner:** Where requested by the Promoter, the winner must provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that he or she is the winner, is eligible to enter and has complied with these terms and conditions.
12. **Minors:** If the winner is under the age of 18 years the prize will be awarded to the winner's parent or guardian.
13. **Disqualification:** The Promoter reserves the right to verify the validity of any entry and to disqualify any entrant who forged, manipulated or tampered with the entry process, who submits an entry that is not in accordance with these terms and conditions or who does not provide all information requested on the entry form, where applicable.
14. **Claiming prizes:** All prizes should be claimed and collected in person by the winner at their own cost within 1 month from the date of winning (unless otherwise advised). Unless specified otherwise, it is the sole responsibility of winners to collect their prize. The Promoter will not notify winners of the time remaining.
15. **Prizes:** Prizes are not transferable or exchangeable and may not be redeemed for cash. 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.

16. **Redraw:** The Promoter will not conduct such further draws as necessary for any unclaimed prizes or in the event of an entrant being unable to satisfy these terms and conditions.
17. **Entries:** No responsibility is accepted by the Promoter for late, lost, incomplete, incorrectly entered or misdirected entries. Any entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service (as determined in the absolute discretion of the Promoter) will be void.
18. **Variation/cancellation:** If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including these terms and conditions and the prizes, subject to approval of the gaming authorities in each State and Territory where relevant.
19. **Receipts:** If receipts are required to enter this Promotion, the following types of receipts cannot be used for this Promotion: bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates and phone bills); credit card statements or bank statements; undated receipts; receipts which have already been used to enter this Promotion and lay-by payments. The Promoter reserves the right to make a copy of or mark any receipts used by an entrant to enter this Promotion.
20. **GPT Gift Card Prize:** Any prize which is or contains a GPT Gift Card is subject to the standard GPT Gift Card terms and conditions, available at [www.gpt.com.au](http://www.gpt.com.au).
21. **Travel prize:** Any prize which is or contains an airline ticket, travel voucher or is related to travel does not include travel insurance, in-room services and unless specified otherwise any other travel related expenses. The winner must comply with the airline or suppliers terms and conditions of travel.
22. **Sponsored prize:** Any prize which is sponsored by a retailer is subject to the terms and conditions of that retailer.
23. **Liability and release:** The Promoter shall 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.
24. **Printing errors:** In the event of printing errors, quality control matters, structural faults or similar factors, any claims for prizes or entitlements to claims will be dealt with in accordance with the relevant state legislative requirements.
25. **Entries property of the Promoter:** All entries (including any information or drawings or items submitted with the entry) becomes the property of the Promoter. By entering this Promotion, each entrant consents to the entry being used by the Promoter (and the Promoter's Related Entities and agents) for any purpose whatsoever (including without limitation, in print and electronic format) and the Promoter may use, reproduce or modify the entry or any part of the entry without any further reference to the entrant (including not naming the entrant as the creator) or payment or other compensation to the entrant. Without limiting the foregoing the Promoter may use all or any part of the entry on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite period of time without attribution to the entrant.
26. **Privacy:** By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does it will tell you why. An access fee may be charged to

cover the Promoter's costs of providing the information. The Promoter regards the security of personal information as a priority however the Promoter cannot guarantee the security of personal information provided.

27. **Photograph of winner and media activities:** The name and photograph of the winner(s) may be used for promotional purposes by the Promoter, unless the winner notifies the Promoter at the time of accepting the prize that he or she does not consent to such use. Each winner agrees to participate in any news media activities surrounding the Promotion.
28. **Record keeping:** The Promoter will retain the entry form and other records relating to this Promotion for the period it is required to in accordance with the relevant state legislative requirements (after the date on which the winners are drawn, after which the entry form will be destroyed if the entrant has indicated on the entry form that he or she does not wish to receive any further information from the Promoter.
29. **Promoter's decision final:** All decisions of the Promoter with respect to the matters referred to in these terms and conditions are final and no correspondence will be entered into, including in the event of a dispute.
30. **Promoter:** The Promoter is GPT Property Management Pty Ltd ABN 29 116 099 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000. Telephone number (02) 8239 3555.