

## A Winter Staycation Competition – Terms and Conditions

- 1. The promoter is Lendlease (Bowen Hills) Pty Ltd, ABN 68 127 727 351, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Promoter**).
- 2. Only residents of Australia aged 18 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 exdomestic 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 commences on Monday 5<sup>th</sup> June 2023 at 8:00am and ends on Monday 31 July 2023 at 17:00pm (**Competition Period**). The Promoter may extend the Competition Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be published on www.kingstreetbrisbane.com. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- To enter the Competition, Participants must subscribe to the King St email database by submitting an online form available at <a href="https://www.kingstreetbrisbane.com/">https://www.kingstreetbrisbane.com/</a> within the Competition Period.
- 6. For the Participant to be eligible to compete in the Competition, each of the following must be satisfied:
  - a) the Participant must enter the Competition:
    - I. within the Competition Period; and
    - II. by the method specified in paragraph 6 above.
- 7. The first correct and eligible entry drawn will win a weekend at King Street to the value of \$500 (**Prize**). The Prize comprises of 1 nights' accommodation for two at Rydges Fortitude Valley (within a specified date range) and vouchers to use at specified King Street retailers.
- 8. All submitted entries will be stored in a secure database and assigned a unique identification number. The winner will be selected randomly by number generator on 2 August 2023 and will be notified via email and phone by 2 August 2023. The announcement of the winner will also be made on <a href="https://kingstreetbrisbane.com/">https://kingstreetbrisbane.com/</a> on 2 August 2023.



- 9. The winner must claim their Prize from Lendlease at Level 3, Kingsgate, 2 King Street, Bowen Hills Qld 4006, Australia by 5 September 2023. Alternatively, if the winner provides their postal address, Lendlease will mail the vouchers to the winner.
- 10. The judge's decision is final and no correspondence will be entered into.
- 11. The Promoter reserves the right to disqualify any entry that was submitted in a manner considered by the Promoter to be inappropriate, which may include, but is not limited to, actions relating to computer hacking, breach of copyright or other intellectual property rights and actions that breach any relevant laws.
- 12. At the time of collecting the prize the winner will be required to confirm their identity by producing such photo identification as may be directed by the Promoter.
- 13. The prize is not redeemable for cash and is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
- 14. By entering into the Competition the Participant is deemed to have accepted these terms and conditions.
- 15. 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.
- 16. Lendlease is the Promoter only. Rydges Fortitude Valley Brisbane is one of the suppliers of the prize to the winner, and the terms and conditions of Rydges Fortitude Valley Brisbane apply to the supply of the prize. See <a href="https://www.rydges.com">https://www.rydges.com</a>.
- 17. As a condition of accepting a prize, the winner, and any other person(s) sharing the prize with the winner, may be required to sign legal documentation in the form in Annexure A.
- 18. All entries become the property of the Promoter.
- 19. By subscribing to the King St database, Participants confirm that they would like to receive information about the products and services offered by Lendlease. By providing their personal information, they agree that they may be contacted periodically, including via email and telephone, until they inform Lendlease otherwise. They also agree to the terms of the Lendlease Privacy Policy. All personal information collected by Lendlease is stored and managed in accordance with our Privacy Policy.
- 20. 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 placing a notice on https://www.kingstreetbrisbane.com/;
- b) promptly destroy all entries received; and
- c) not use the personal information that any Participant has provided.

## **Privacy Collection Statements**

Personal information you provide to Lendlease (Bowen Hills) Pty Ltd ACN 127 727 351 by signing up to the King St database (or otherwise providing your details) may be used for purposes related to the operation of our business including administering the relevant Competition, advising you and the public if you are the winner, providing and improving our products and services and, unless you opt out or by contacting us, communicating with you on an ongoing basis for market research and/or with information about any products or services we think you may be interested in at King Street. 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 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 generally collect personal information directly from individuals through our marketing, sales, business development, operations, human resources, research or other activities. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities.

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, www.lendlease.com. 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 on (02) 9236 6111.



## Annexure A - Limitation of Liability and release deed poll

Competition: A Weekend on King Street

Suppliers: Lendlease (Bowen Hills) Pty Ltd ABN 68 127 727 351 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue NSW 2000 and any of its employees, officers, contractors, volunteers or agents.

- 1. RISK WARNING: Participating in the Competition and/or acceptance of and use of the prize granted in respect of the Competition involves the risk of physical injury, death or damage to property.
- 2. To the extent that the Competition or the prize involves the supply of 'recreational services' as defined by the Competition and Consumer Act 2010 (Cth), or equivalent state or territory legislation (as applicable) other than the Australian Consumer Law and Fair Trading Act 2012 (Vic), the Suppliers are not liable in respect of any consumer guarantee relating to the supply of the services under the Australian Consumer Law for:
  - a) death
  - b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury) suffered by you;
  - c) the contraction, aggravation or acceleration of a disease;
  - d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
    - I. that is or may be harmful or disadvantageous to you; or
    - II. that may result in harm or disadvantage to you.
- 3. You are responsible for obtaining a duly signed Limitation of Liability and Release Deed Poll from each person who uses the prize. If you do not deliver to the Suppliers a duly signed Limitation of Liability and Release Deed Poll from a person who uses the prize you indemnify the Suppliers against all claims, liabilities or costs which a Supplier may suffer or incur which arise out of or in connection with any matter for which a Supplier would have been released if a duly signed Limitation of Liability and Release Deed poll had been received.

Executed as a deed poll in Brisbane on for the	benefit	of the	Suppliers
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