

STUD PARK SHOPPING CENTRE / WIN A KMART FOOTBALL MERCHANDISE PACK (JUIY2024)

Terms and Conditions

1. These terms and conditions apply to entrants to the 'WIN A KMART FOOTBALL MERCHANDISE PACKAGE' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is Stud Rd & Fulham Rd, Rowville VIC 3178.
3. This promotion will be conducted at Stud Park Shopping Centre. The address is Stud Rd & Fulham Rd, Rowville VIC 3178. ("Centre").

ELIGIBILITY

4. This Promotion is only open to residents of Victoria, aged 18 years or over, who are able to attend the Centre from Monday 1/7/2024 at 9am – Friday 5/7/2024 at 5pm AEST.
5. The following individuals are ineligible to enter the Promotion:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Promotion;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

6. This Promotion commences at 9am on Monday 1/7/2024 AEST and ends at 5pm AEST on Friday 5/7/2024 ("Promotion Period").

HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period:
 8.
 - a. Visit the School Holiday Football Fun Event at Stud Park Shopping Centre.
 - b. Complete and submit the competition online registration via the QR code on the competition signage.
9. Entries must not appear to promote any goods or services other than those of the Centre or the Centre's retailers participating in this Promotion.

LIMITS ON ENTRY

10. 1 x entry permitted per eligible person per day. Each entry must be submitted separately in accordance with these Terms and Conditions.

PRIZE DETERMINATION GAME OF CHANCE

11. The draw will take place at Stud Park Shopping Centre, Stud Rd & Fulham Rd, Rowville VIC 3178.

12. DRAW TIME 10am AEST Monday 8/7/2024. The Promoter may draw reserve entries and record them in order in case of an invalid entry/entrant or a prize is unclaimed.

13. The first entry selected randomly from the valid entries received during the Promotion Period will win a prize.

14. This is a game of chance.

WINNER NOTIFICATION

15. The provisional winner will be notified by email within 14 days of determination. A provisional winner will only be deemed a winner once their identity is verified by the Promoter. A winner of a prize may have their name published on studparksc.com.au on 8/7/2024 for a period of 28 days.

16. Prize can be redeemed from the CENTRE MANAGEMENT OFFICE at Stud Park Shopping Centre, Stud Rd & Fulham Rd, Rowville VIC 3178, Monday to Friday 9am – 5pm AEST.

PRIZES

	<i>Prize</i>	<i>Individual prize value</i>	<i>Quantity</i>	<i>Total</i>
1	<ul style="list-style-type: none">1 x Active Kids AFL Hoodie (Kmart Stud Park)1 x Active Kids AFL Youth T-Shirt (Kmart Stud Park)1 x Sherrin AFL Attack Football size 5 (Kmart Stud Park)1 x \$200 Kmart Gift Card.	\$20	1	\$20
		\$10	1	\$10
		\$30	1	\$30
		\$200	1	\$200
TOTAL			1	\$260

17. Total prize pool valued \$260.

PRIZE CONDITIONS

18. Prize No.1 is subject to the following conditions:

- a. Subject to availability of stock at Kmart Stud Park Rowville store only.
- b. If prize winner's AFL team or size for the AFL prize merchandise products is not in stock at Kmart Stud Park Rowville the store will attempt to order the stock in.
- c. If prize winner's AFL team or correct size cannot be ordered in another item from Kmart Stud Park Rowville of the same/ equal value can be chosen.

UNCLAIMED PRIZES GAME OF CHANCE

19. Prize claim date: from 10/7/2024 until 10/10/2024 between 9am – 5pm AEST.

20. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw, on 31/10/2024. The winner will be notified by phone or email. Any winner of a prize may have their name published on www.studparksc.com for a period of 28 days.

GENERAL

21. You must not:

- a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
- c. act in a disruptive, annoying, threatening, abusive or harassing manner;
- d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
- e. breach any law;
- f. breach any "community guidelines" issued by the Promoter from time to time, published at www.studparksc.com
- g. behave in a way that is otherwise inappropriate.

22. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.

23. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.

24. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in

the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

25. For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
26. If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
27. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
28. If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
29. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
30. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
31. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
32. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
33. Entrants consent to the Promoter using the entrant's 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
34. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

35. If this Promotion is interfered with 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 to the fullest extent permitted by law to (a) disqualify an entrant engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
36. If any dispute arises concerning the conduct of this promotion, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
37. 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.
38. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If online or SMS entry is available, you will receive a return message confirming your entry. You are responsible for your own costs associated with entering. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
39. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
40. Entrants agree that they are fully responsible for any materials they submit in relation to this Promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the fullest extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. the Content is the original work of the entrant that does not infringe the rights of any third party;
 - d. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - e. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

41. As a condition of entering this promotion, each entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, worldwide, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for future promotional, marketing or publicity purposes, in any media, without compensation.
42. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”).
43. The Promoter (including their respective officers, employees and agents) exclude 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, including without limitation:
 - a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in the prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by an entrant or winner; or
 - f. use of the prize,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

44. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY

45. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
46. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexu Group Privacy Policy, which is

available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.

47. If you have marked the “opt-in” box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the Spam Act 2003 (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). You should contact the relevant third party/ies for their privacy policy/ies.
48. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.