

**Eastland Shopping Centre (Centre)
Pocket Squad Girls Competition
Terms and Conditions**

Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. The Participant is entitled to one Eligible Entry during the Competition Period. The Participant is only entitled to receive one (1) Prize during the Competition Period.
4. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) comment on our Facebook promotional post (www.facebook.com/eastland) and comment on the promotional post with an answer to the question: why would you like to win a Pocket Squad Girls Doll? ("**Eligible Entry**"); and
 - (b) follow the Centre's Facebook and ensure that any comment made is:
 - i. is not unlawful or promotes any unlawful activity;
 - ii. is not considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Promoter, in its absolute discretion);
 - iii. is not intended to harass another person or group of people;
 - iv. does not include personal information (including photographs) of another person or persons, unless with their express consent (or the express consent of their guardian, where applicable);
 - v. does not contain viruses or corrupted files;
 - vi. does not infringe the intellectual property rights of the Promoter Entities or the intellectual property rights of a third party; or
 - vii. does not contain advertising or promotional materials; and
 - (c) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.

The Competition

5. The Competition will be conducted online through the Eastland Facebook page during the Competition Period. The Competition will end on expiration of the Competition Period.
- 6. Eligibility**
7. The Competition is only open to Eligible Persons.
8. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry

process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Prize

9. There will be five (5) Prize and five (5) winners of a Prize (**Prize Winners**). There will be following numbers of Prize Winners per draw:
 - a. 2x Prize Winners drawn on 13 October 2020;
 - b. 1x Prize Winner drawn on 20 October 2020;
 - c. 1x Prize Winner drawn on 27 October 2020; and
 - d. 1x Prize Winner drawn on 3 November 2020.
10. If a Prize Recipient is under the age of 18 years, the parent or guardian of the Prize Recipient who gave permission for entry into the Competition will be deemed to be a Prize Recipient for the purposes of the Competition.
11. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
12. The first Eligible Entries drawn at random each draw will win the Prize.
13. The draw will take place at 11am on the following dates at the Centre Management Office:
 - a. 13 October 2020;
 - b. 20 October 2020;
 - c. 27 October 2020; and
 - d. 3 November 2020.
14. The Promoter will use reasonable efforts to notify the Prize Winners via Facebook to arrange delivery or collection of the Prize.
15. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within two (2) weeks after a winner is drawn, another Prize Winner will be drawn at 11am at the Centre Management Office at the following dates:
 - a. 20 October 2020 (in respect of the first draw);
 - b. 27 October 2020 (in respect of the second draw);
 - c. 3 November 2020 (in respect of the third draw); and
 - d. 10 November 2020 (in respect of the fourth draw).
16. Any subsequent winner will be notified in accordance with these Terms and Conditions.
17. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize.

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18. A Participant claiming to be a Prize Winner will be required to provide proof of identity.

Other General Terms

19. All Competition entries are the property of the Promoter.

20. Each Participant:

- (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
- (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
- (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.

21. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:

- (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
- (e) any personal injury suffered or sustained,

during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.

22. Each Participant indemnifies and keeps indemnified the Promoter Entities and Facebook against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities, Facebook or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.

23. The Competition is not sponsored, endorsed, administered by, or associated with, Facebook or Instagram. The Participant agrees that Facebook and Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook and Instagram to the full extent permitted by law.

24. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:

- (a) disqualify any Participant; and/or
- (b) modify, suspend, terminate or cancel the Competition as appropriate.

25. The Prize is subject to the terms and conditions of the Contractor and the provision of the Prize is the sole responsibility of the Contractor and not the Promoter.

The terms and conditions which apply to the Prize at the time it is issued to the Participant will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

26. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

Privacy

27. The Promoter and the Contractor are both bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their company's individual privacy policy which are located at www.qic.com.au/privacy-policy and <https://pocketsquadgirls.com.au/pages/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.

28. The Promoter collects personal information about Participants to enable them to participate in this Promotion and may disclose the Participants' personal information to third parties including the Contractor, its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. The Participants consent to their personal information being stored on the Promoter's database and shared with the Contractor in accordance with the Promoter's Privacy Policy (www.qic.com.au/privacy-policy). By entering this Promotion, the Participants agree that the Promoter and the Contractor may use this information for future marketing purposes regarding both the Promoter's and the Contractor's products or services. If the Participant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer Participants' personal information to see the Promoter's privacy policy for details.

Definitions

“Centre” means Eastland Shopping Centre located at 175 Maroondah Highway, Ringwood VIC 3134.

“Contractor” means Pocket Squad Girls Pty Ltd (ACN 634 384 553).

“Competition” means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

“Competition Period” means the following periods:

- (a) from 9am on 7 October 2020 to 5pm on 12 October;
- (b) from 9am on 14 October 2020 to 5pm on 19 October;

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- (c) from 9am on 21 October 2020 to 5pm on 26 October;
and
- (d) from 9am on 28 October 2020 to 5pm on 2 November 2020.

“Eligible Entry” means an entry which complies with the requirements of clause 4.

“Eligible Person” means an individual who:

- (a) is a resident of Victoria;
- (b) if under 18 years of age, has a parent or guardian’s permission to participate in the Competition;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

“Non-Eligible Person” means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

“Participant” means any person who participates in the Competition.

“Prize” means one of five (5) Pocket Squad Girl Dolls or the value of \$24.95 each or any substitute Prize of a similar replacement type and value as determined by the Promoter

“Promoter” means the owner of the Centre, Eastland Property Holdings Pty Ltd (ACN 055 780 295) as trustee for the Eastland Shopping Centre Trust (ABN 76 955 253 249) of Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

“Promoter Entities” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.