

TERMS AND CONDITIONS – UPLOAD A CHRISTMAS CRAFT IMAGE

SCHEDULE	
Item 1: Promotion Name	Upload a Christmas Craft Image
Item 2: Promoter	Stockland Property Management Pty Limited ABN 22 000 059 398 of Level 25, 133 Castlereagh St, Sydney 2000
Item 3: Prize Pool	5 x double pass Gold Class movie tickets

1 Introduction

- 1.1 Participation in this Competition and information regarding redemption of any prizes forms part of these terms and conditions.
- 1.2 By submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from <http://www.stockland.com.au/retirement.htm>.

2 Privacy and Collection Notice

- 2.1 **Promoter and its affiliates (“we”)** collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
- 2.2 **Will we use your personal information primarily** to provide you with information on our products and services and for research, and we may combine that with other information we may have previously collected. For information on how we might otherwise use and manage your personal information, please view our Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm> or from us on request.
- 2.3 **We may disclose your personal information**, including updates, to the third parties, including affiliate retailers in shopping centres where you are a member of our clubs (for marketing purposes), our consultants, agents or contractors, and our related parties, entities and trusts.
- 2.4 **Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint**, and how we will deal with the complaint.

3 Duration

- 3.1 This Competition runs from 9am Monday 23 November 2015 to 5pm Sunday 13 December 2015 (“**Competition Period**”).

4 Eligibility

- 4.1 This Promotion is only open to all residents of Australia. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Competition.

- 4.2 Directors, officers, management, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.
- 4.3 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

5 Method of entry

- 5.1 To enter, entrants must:
- (a) Complete the entry form on Starts @ 60's website <http://startsatsixty.com.au/>; and
 - (b) Upload an image of their handmade, original Christmas Craft
- 5.2 Multiple entries may be received by the same individual, but each entry must have an original Christmas craft image associated with it.
- 5.3 Your image must have the permission of all individuals in the photo before you upload it and you must own the copyright of the image that you submit.
- 5.4 Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of the Promoter's business without the payment of any further fee or compensation. The entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded the prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
- 5.5 An entry cannot be modified after it has been submitted.
- 5.6 Entry in the Competition is free (excluding internet connection charges).
- 5.7 The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.
- 5.8 Entries must be received by 5pm Sunday 6 December 2015. The time of entry will in each case be the time the entry is received by the Promoter's database. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries including delays in the delivery due to technical disruptions, network congestion or for any other reason.
- 5.9 Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.
- 5.10 Should an entrant's details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

6 How to Win

- 6.1 All valid entries received during the Competition Period will be judged at Stockland Head Office, 133 Castlereagh Street, Sydney NSW.
- 6.2 Each valid entry will be individually judged based on its originality, creative merit and Christmas themed messaging.
- 6.3 The best entry as judged by the Promoter or its representatives (Judges) will be deemed the winner of the Competition.

7 Prizes

- 7.1 The total Prize Pool for this Promotion is a maximum of \$1000.
- 7.2 The prizes are not transferable, redeemable or exchangeable for cash.
- 7.3 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 7.4 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value.

8 Notification

- 8.1 All prize winners will be notified by phone and/or email.
- 8.2 The Promoter will publish the result of the Promotion on the website and Facebook page of Starts at 60.

9 Prize collection

- 9.1 Prize winners will be posted their prizes by the Promoter to their nominated residential address, unless otherwise informed by the Promoter at the time of winning. The Promoter reserves the right to request winners to provide proof of identity and/or proof of entry validity in order to claim a prize.
- 9.2 It is a condition of accepting a prize that the winning entrants:
- (a) must comply with all the conditions of use of the prize and the prize supplier's requirements; and
 - (b) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize.

10 Publicity materials

- 10.1 In participating in the Competition, the winning entrant agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. The winner entrant authorises the Promoter to use such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

11 Release and indemnity

- 11.1 The prize may come with guarantees from the prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Competition, or the use of any prize, except for any liability which cannot be excluded by law.
- 11.2 The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 11.3 If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
- 11.4 Once the prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prize being damaged, stolen or lost.
- 11.5 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 11.6 The Promoter reserves the right to remove any photograph from their page and Competition without consent of the entrant.

12 Termination of Promotion

- 12.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

13 Decisions final

- 13.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 13.2 The Promoter reserves the right, at any time, to verify the validity of entries 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. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 13.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.