### **DEXUS STANDARD COMPETITION TERMS & CONDITIONS**

# Win a \$500 Experience at 80 Collins (Gift Card) Terms and Conditions

- These terms and conditions are for all entrants who enter 'Win a \$500 Experience at 80 Collins (Gift Card)' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The "Promoter" is Dexus Wholesale Management Limited (ABN: 56 159 301 907) as Trustee for 80 Collins Street Trust (ABN: 79 004 749 927). The address is 80 Collins Street, Melbourne, VIC 3000.

### ELIGIBILITY

- 3. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
- 4. The following are ineligible: (i) employees of the Promoter, Dexus 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; (ii) the spouse, defacto spouse, parent, child or sibling of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

### **PROMOTION PERIOD**

5. This Promotion commences at 12:00PM Australian Eastern Standard Time ("AEST") on 2<sup>ND</sup> December 2021 and ends at 11.59PM on 9<sup>th</sup> December 2021 AEST ("Promotion Period").

### HOW TO ENTER

- 6. To enter this Promotion, eligible individuals must, during the Promotion Period simply:
  - Visit the 80 Collins Instagram page @80collinsmelb and locate the promotional post
  - Tag an individual in the comments section and tell us "What experience would you spend your \$500 gift card on at 80 Collins? (On specified post).
  - Ensure the friend tagged is also following 80 Collins Instagram page.
- 7. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoters database and to be used in accordance with the purposes set out in these Terms and Conditions. Entries must not appear to promote any goods or services other than those of the Promoter.

### LIMITS ON ENTRY

8. Each unique comment and tag counts as one separate entry.

### DRAW DETAILS

- 9. The prize will be awarded via a random automated draw at 10.00am on 10 December 2021 at the Promoter's head office at Level 3, 15 QV Terrace, Cnr Lonsdale and Swanston Streets, Melbourne Vic 3000. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
- 10. The winner will be selected via a random generator process, from the Instagram comments. This is a game of chance. No skill takes part in determining the winner.

### WINNER NOTIFICATION

- 11. The provisional winner will be notified by direct message on Instagram. A provisional winner will only be deemed a winner once verified by the Promoter. Any winner of a prize may have their name published on 80collins.com.au.
- 12. Prizes can be redeemed from the Concierge Desk at 80 Collins in the North Tower lobby between 9am and 5pm, from Monday to Friday. Frome Monday 13<sup>th</sup> December to Friday 31<sup>st</sup> December 2021, excluding public holidays. If these dates are not suitable for the winner, an alternative date and time can be arranged with centre management.

### PRIZES

- 13. The valid entry drawn will win:
  - \$500, 80 Collins Gift Card

-Gift cards are valid for 36-months from date of activation. -80 Collins Gift Cards are redeemable at any participating 80 Collins fashion boutique, restaurant, café or stay experience where Eftpos is available.

#### UNCLAIMED PRIZE DRAW

14. 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 after the 31<sup>st</sup> of December 2021. The winner will be notified by phone or email. Any winner of a prize may have their named published on 80collins.com.au.

### GENERAL

- 15. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 16. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 17. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Gift Card prizes are valid for a 36-month period from date of issue and are subject to terms and conditions.

- 18. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19. This competition is not associated with Instagram.
- 20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21. 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 for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. 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.
- 23. 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, in its sole discretion to the fullest extent permitted by law to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 24. The Promoter's decision is final, and no correspondence will be entered into.
- 25. 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.
- 26. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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.
- 27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (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.

## PRIVACY

28. 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, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity and research purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Dexus Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, all information provided will be removed from our active database. All entries remain the property of the Promoter. To view the Dexus Privacy Policy, please visit <a href="http://www.dexus.com/who-we-are/privacy-policy">http://www.dexus.com/who-we-are/privacy-policy</a>