

**STUD PARK SHOPPING CENTRE – CHRISTMAS PHOTO MOMENTS COMPETITION
NOVEMBER/DECEMBER 2021**

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only on Facebook and/or Instagram.
2. The Promoter is Stud Park Shopping Centre, Cnr Stud and Fulham Roads, Rowville 3178, Phone: 03 9764 1218, managed by AMP Capital Shopping Centres Pty Limited (ABN 13 001 595 955) (“**Promoter**”).
3. **PROMOTIONAL PERIOD**
The promotion commences at 9:00am (AEST) on **Monday 22/11/2021** and ends at 5:00pm (AEST) on **Thursday 23/12/2021 (Promotional Period)**.

ELIGIBILITY

4. Entry is only open to residents of Victoria (Australia) aged 18 years or over only. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion, and the directors, management and employees of retail tenants (and their immediate families), or any natural person tenants (and their immediate families), of any participating AMP Capital centres are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.

HOW TO ENTER

5. To enter the promotion, Entrants must, during the Promotional Period:
 - a. Upload and share their own photo at Stud Park’s Elf-House Christmas Display on Facebook or Instagram including #studpark in the post.
6. Multiple entries are permitted. However, each entry must comply with the Conditions of Entry.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
8. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
9. Costs associated with accessing the Promotional Website and/or Instagram and/or Facebook remain an Entrant’s responsibility and may vary depending on the Internet service or telecommunications provider used.
10. Entrants who choose to enter via Instagram and/or Facebook acknowledge that their personal Instagram and/or Facebook page will be updated by entering the promotion and that their entry or entries and their name, username and/or profile photograph may be featured on the Promotional Website and/or the Promoter’s Instagram and/or Facebook accounts and will be

featured on their personal Instagram and/or Facebook page and generally on Instagram and/or Facebook (as applicable) for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an entry is submitted, Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

11. Facebook membership, notifications, pages, applications and use of Facebook generally is subject to its prevailing terms and conditions of use at www.facebook.com/policies. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Facebook.
12. The decision by the Promoter to accept or reject an Instagram and/or Facebook entry is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion. This includes but is not limited to any entry which the Promoter considers to be disparaging of any of its or any prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.

WINNER DETERMINATION

13. There will be one major prize winner drawn at random to determine the winner, this will take place at 9:00am (AEST) on Friday 24/12/2021 at Stud Park Shopping Centre, Cnr Stud and Fulham Rds, Rowville VIC 3178. The winners will be notified in writing via Facebook or Instagram direct message within two (2) days of the draw, and their name will possibly be published on the Promotional Website and the Promoter's social media pages from the 24/12/21 and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
14. For each prize, the Promoter may draw one (1) additional reserve entry in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in the prize. Each Entrant whose entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within **28 business days** of being successfully notified by the Promoter that their entry has been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process the prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw.

PRIZE

15. A total of 1 major prize to be won.
Major prizes: The first eligible entry randomly drawn from all entries received during the Promotional Period will win one (1) x \$500 Stud Park Gift Card. (Valued at \$500)
The Total prize pool of \$500.
16. The Promoter reserves the right to request the winner and their companion (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the

winner and their companion (if any) before issuing the prize and at any time during their participation in the prize.

17. It is a condition of accepting and participating in the prize that the winner and their companion (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.

GENERAL

18. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
19. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. The prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
21. By entering the promotion via Instagram and/or Facebook, each Entrant grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their entry for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant and without any further compensation payable to the Entrant. Each Entrant who enters the promotion via Instagram and/or Facebook also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their Entry pursuant to the *Copyright Act 1968* (Cth), the *Privacy Act 1994* (NZ) and any similar laws in any country, including the Promoter having an unfettered right to treat the entry in any manner at its sole discretion, to alter the entry in any manner and to the Promoter not attributing authorship of the entry to the Entrant.
22. As a condition of entering this promotion, each Entrant consents to the Promoter using the Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition. As a condition of participating in the prize, the winner must procure that the winner's companion (if any) also consents to the Promoter using their name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate

in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

23. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable Australian State, Territory or New Zealand legislation.
24. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable Australian State, Territory or New Zealand legislation.
25. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize; and/or (iv) acceptance and/or use of any prize.
26. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

PRIVACY

27. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter (if any). If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
28. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant Australian State or New Zealand lottery legislation.
29. If the Promoter collects an Entrant's Personal Information, the Promoter will provide to the Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth) and *Privacy Act 1994* (NZ).
30. By entering the promotion Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial

electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and New Zealand and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

31. In these Conditions of Entry: "**Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand. "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia and/or New Zealand (as applicable) or otherwise. "**Personal Information**" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not and in New Zealand, for the purpose of the *Privacy Act 1993*, information about an identifiable individual.