

# Terms and Conditions

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1. The Promoter is Lendlease Property Management (Australia) Pty Limited of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is 02 9236 6111.
2. Only residents of Australia aged 16 years of age or older (**Participant**) are eligible for the Competition. Participants under 18 years of age must obtain the prior permission of a parent or guardian over the age of 18 years to enter the Competition, evidenced by the parent or guardian signing the entry form.
3. The following person(s) are ineligible to enter the Competition:
  - (a) employees of:
    - (i) the Promoter; and
    - (ii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth), and associated agencies, companies and contractors; or
  - (b) members of the Immediate Families of the employees referred to at paragraph 3(a).

**Immediate family** means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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 first cousin.
4. The Competition commences at 9AM AEST on Monday 29/07/2019 and closes at 11:59PM AEST on Sunday 25/08/2019 (**Competition Period**). The Promoter may extend the Completion Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on <http://www.erinafair.com.au/>. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
5. The prize is a gift voucher for use at Erina Fair Centre valid for 36 months from the date the gift voucher is claimed (**Prize**). The value of each prize is \$100.00 and the total prize pool is \$500.00. Erina Fair gift card terms and conditions can be found here [https://www.erinafair.com.au/-/media/retail/au/\\_shared/gift-card-generic/terms-and-conditions/20180403/llrtermsconditionserinafairapril2018.pdf?la=en](https://www.erinafair.com.au/-/media/retail/au/_shared/gift-card-generic/terms-and-conditions/20180403/llrtermsconditionserinafairapril2018.pdf?la=en).
6. To enter, the Participant must complete the survey in full, including writing in 25 words or fewer the answer to "please tell us what you would do at Erina Fair to improve the customer experience" on the survey website at [http://monashbuseco.qualtrics.com/jfe/form/SV\\_4JjCWLHx4dGucFD](http://monashbuseco.qualtrics.com/jfe/form/SV_4JjCWLHx4dGucFD) during the Competition Period.
7. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition:
  - (a) within the Competition Period;
  - (b) in the strict manner specified on the entry form for the Competition; and
  - (c) by the method specified on the entry form for the Competition.
8. Only one entry is permitted from a Participant during the Competition Period.
9. The best five entries will win a Prize.
10. The Prize is not redeemable for cash.
11. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
12. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
13. The entries will be judged by a judging committee between 9AM AEST and 5PM AEST on 02/09/2018 at Erina Fair Centre Management Office. Winners will be published on <http://www.erinafair.com.au/> and notified via phone and email by 5PM AEST on 03/09/2018.
14. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on artistic merit.
15. The judge's decision is final and no correspondence will be entered into.
16. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.

17. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
18. Prizes must be collected from Erina Fair Centre Management Office in person by 03/12/2019. If the winner is under the age of 18 years, the winner's parent or guardian must accompany the winner in order to collect the Prize and the Prize will be awarded to the winner's parent or guardian.
19. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
20. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
21. The Promoter may conduct such further judging of entries if, despite using all reasonable efforts, the original winner cannot be contacted, at the same place as the original judging as is necessary by 5PM AEST on 04/12/2019 to distribute any unclaimed Prize.
22. All entries become the property of the Promoter.
23. The Promoter may cancel the competition and not award the Prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
  - (a) advertise that the Competition has been cancelled by placing a notice on the survey website at <http://www.erinafair.com.au/>;
  - (b) promptly destroy all entries received; and
  - (c) not use the personal information that any Participant has provided on the entry form.
24. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
25. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.