

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 26/10/2020 and closes at 11:59PM AEST on Sunday 22/11/2020 (**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 <https://www.erinafair.com.au/>
5. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
6. The best entry will receive a Digital Advertising Package for display on the centre's digital screens valued at \$6,500, valid for use between January 2021 and April 2021 (**Prize**). The next five best entries will receive a \$100 Erina Fair gift card (**Prize**). Total prize valuation in the promotion is AU \$7000. 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&hash=302990372641F34AAEF766CC3AA9919E46C7B251. The terms of the Digital Advertising Package can be found at the end of this document.
7. 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 https://monashbuseco.qualtrics.com/jfe/form/SV_bdAoJHhPM5RSmBD during the Competition Period.
8. 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.
9. Only one entry is permitted from a Participant during the Competition Period.
10. The best six entries will win a Prize.
11. The Prize is not redeemable for cash.
12. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
13. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
14. The entries will be judged by a judging committee between 9AM AEST and 5PM AEST on 30/11/2020 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 01/12/2020.
15. 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.

16. The judge's decision is final and no correspondence will be entered into.
17. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
18. 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.
19. Prizes must be collected from Erina Fair Centre Management Office in person by 01/03/2021. 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.
20. 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.
21. 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.
22. 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 02/03/2021 to distribute any unclaimed Prize.
23. All entries become the property of the Promoter.
24. 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.
25. 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.
26. 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.

Digital Advertising Package Terms

Standard Licence for advertising space (digital or print)

Terms and Conditions

Dated: 1 July 2016

We grant to you and you take a non-exclusive licence to use the site strictly for the permitted use for the term on the conditions set out in this document.

1. Definitions and interpretation

| | |
|---------------------------|---|
| booking confirmation form | Means the booking confirmation form submitted by us to you and accepted by you prior to the commencement of the term. |
| we, us, our | Means Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 as agent for the owner. Where relevant, it |
| you, your | Means the Licensee described in item 7 of the booking confirmation form. Where relevant, includes your employee, agent, or any person you allow on the licensed |
| centre | Means the retail shopping and commercial centre described in the heading of the booking confirmation form, and includes the licensed area, common area, buildings, |
| item | Means an item in the booking confirmation form. |
| owner | Means the owner of the centre, as described in item 6 in the booking confirmation form. |
| term | Means the term of the licence agreement, as described in item 2 in the booking |
| licence fee | Means the fee detailed in item 4 in the booking confirmation form. |
| permitted use | Means the use described in item 11 in the booking confirmation form. |
| site | Means that part of the centre for the signage as described in item 5 in the booking confirmation form and includes our property within it. |
| our property | Means our property inside the licensed area and includes our fixtures, fittings, signs, |
| signage | Means the signage material (electronic or print) as described in item 5 in the booking confirmation form. |
| term | Means the term described in item 3 in the booking confirmation form. |

2. The Licence

(a) We have entered into a property management agreement with the owner which authorises us, among other things, to enter into, as agent of the owner, casual licence agreements in respect of the centre.

(b) We grant to you and you take a non-exclusive licence to use the site strictly for the permitted use for the term on the conditions set out in this licence

3. ~~What you must pay us~~

~~(a) You must pay the licence fee, outgoings and any other monies 7 days in advance of commencement if bookings are made directly without using an agency or third party and 45~~

~~days from the end of the month following commencement where the booking is made from an advertising agency, less standard agency fees if applicable and agreed at the time the booking is made. If you are late in paying us any money we may charge interest on it at a rate equal to the Westpac Indicator Lending Rate on the day it was due (or equivalent rate).~~

~~(b) Despite any other provision of this licence, if a goods and services tax or similar value added tax ("GST") is imposed on any supply made under or in accordance with this licence, the amount you must pay for that supply is increased by the amount of that GST and is payable at the same time as the payment for the supply.~~

~~(c) If either you or we prove an error in any money charged, we must correct it and make any necessary adjustment in your next monthly statement (or as soon as possible if the licence has expired).~~

4 You must obey the law

You must obey any law that requires you to do anything concerning the site or this licence.

5 When the licence ends

When the licence ends, unless otherwise agreed, we will remove or deactivate the signage.

6 You indemnify us and the owner

You use the site solely at your own risk. You indemnify us and the owner against any action, demand, cost, liability or loss due to any damage, loss, injury or death, caused or contributed to by:

(a) your act, omission or negligence; or

(b) your use of the site or the centre except to the extent that we or the owner caused this by a wrongful act or negligence.

7 Signage

You must supply us with creative design of the required specifications for printing or digital upload of the campaign.

All creative design of the campaign must be approved by us. Any creative design displaying pornography, illegal drugs, tobacco, religious or political material will not be accepted.

Unless specified in the booking form, no replacement or reprint of creative will be made during the term,

8 How you breach the licence

You breach the licence if you disobey any term of the licence including (without limitation): (a) if you do not pay us on time any part of the licence fee; or

(b) if you use the site for any purpose except for the permitted use.

9 If you breach the licence

(a) If you breach the licence, we must give you a notice requiring you to remedy the breach.

(b) If:

(i) you breach the licence and do not remedy it as required; or

(ii) an order is made or resolution is passed to wind you up; or

(iii) an administrator or receiver is appointed to you; or

(iv) any act or event mentioned in section 461(1)(a) to (k) of the Corporations Act 2001 occurs in relation to you; then we may do any one or more of the following:

(i) end the licence;

(ii) recover from you any loss we suffer due to your breach;

(iii) remedy the breach at your cost; or

(iv) exercise any of our other legal rights.

10 Serving notices

We may serve a notice on you by:

(a) giving it to you personally; or

(b) leaving it at or posting it to you, or faxing it to your registered office or your business address as last known to us.

11 No representations

You agree that (other than as expressly contained in this licence), no promise, representation, undertaking or warranty given by us or on our behalf has been relied on by you in entering into this licence or has in any material way induced you to enter into this licence. You must disclose to us in writing before you execute this licence any promise, representation, undertaking or warranty that you have relied on in entering into this licence which has in any material way induced you to enter into this licence.

12 No transfer, mortgage or sub-licence

You must not mortgage, charge, grant any security interest, transfer, grant any sub-licence or part with or share possession of the site or your rights under this licence or the signage.

13 Limited Liability

(a) Where the owner (or one or more of the parties constituting the owner) is stated to be acting as responsible entity and/or trustee of a trust ("Trustee Owner") then the Trustee Owner (via its agent Lendlease Property Management (Australia) Pty Ltd) enters into this licence only in its capacity as trustee of the trust (the "Trust") and in no other capacity. A liability arising under or in connection with this licence is limited to and can be enforced against the Trustee Owner only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee Owner is actually indemnified and this limitation of liability applies and extends to all liabilities and obligations of the Trustee Owner in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this licence.

(b) The parties, other than the Trustee Owner, may not sue the Trustee Owner in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the

Trustee Owner or prove in any liquidation, administration or arrangement of or affecting the Trustee Owner (except in relation to property of the Trust).

(c) The provisions of this clause shall not apply to any obligation or liability of the Trustee Owner to the extent that it is not satisfied because under the constitution establishing the Trust or by operation of law there is a reduction in the extent of the Trustee Owner's indemnification out of the assets of the Trust, as a result of the Trustee Owner's fraud, negligence or breach of trust.

14 Relocation

You agree and acknowledge that we can require the site to be relocated to an alternative area in the centre if we give you twenty four (24) hours' notice containing details of an alternative area for you, and offering you a new licence of that area on such terms and conditions as we decide. Once you have received our relocation notice, you can either terminate this licence or accept the relocation. If you accept the relocation you must execute a licence of the alternative area. You are not entitled to any compensation or rebate of the licence fee if we exercise our rights under this clause. (This does not apply where the centre is located in WA)

15 Termination

Notwithstanding any clause in this licence we may at any time upon giving you at least 24 hours' notice, terminate this licence. If this licence is terminated under this clause you will be entitled to a pro-rata rebate of the licence fee arising out of the termination, but no compensation or damages. (This does not apply where the centre is located in WA).

16 Sale of Centre

If the owner sells, transfers or assigns all or part of the centre or if we cease to manage the centre, you must, if required by us, execute an agreement in substantially the same form and on the same commercial terms as this agreement with the new transferee, assignee and/or manager.

17 Cancellation

(a) You may cancel the booking at any time prior to the commencement of the term by written notice to us (cancellation notice), however this will result in forfeiting the entire value of the package.

~~(b) If you cancel the booking less than 21 days prior to the commencement of the term, you acknowledge that the owner will suffer loss which is quantified as 100% of the licence fee as the owner's liquidated damages. You must pay this amount at the same time as you give us the cancellation notice and you authorise us to set off any unpaid balance against any amounts we may hold on your behalf.~~

~~(c) If you cancel the booking 21 days or more prior to the commencement of the term, you acknowledge that the owner will suffer loss which is quantified as 50% of the licence fee as the owner's liquidated damages.~~

~~(d) If you cancel the booking after the commencement of the term, you acknowledge that the owner will suffer loss which is quantified as equal to the full licence fee of your licence, up to a maximum of 4 weeks as the owner's liquidated damages.~~

~~(e) You must pay the amounts described in paragraphs (b), (c) or (d) (as the case may be) at the same time as you give us the cancellation notice and you authorise us to set off any unpaid balance against any amounts we may hold on your behalf.~~

~~(f) If following receipt of your cancellation notice, we are able to find another licensee for the site on the same terms as this licence, we may (in our discretion) reduce the amounts payable under paragraphs (b), (c) and (d) by an amount determined by us.~~