

## Cocomelon Facebook Giveaway Terms and Conditions

1. *The Promoter is Lendlease Property Management (Australia) Pty Limited ACN 002 894 153 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 16yrs of age or older (Participant) are eligible for the Competition. Participants must obtain the prior permission of a parent or guardian over the age of 18 years to enter the Promotion, evidenced by the parent or guardian signing the entry form [delete this sentence if 18+ only].*
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 2(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.

**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 7am on 11 June and closes at 11:59pm on 12 June 2022 and again at 7am on 18 June and closes at 11:59am on 19 June 2022 (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 the Erina Fair Facebook page. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable. For a Participant to win one of two Cocomelon Facebook Giveaway Prize Packs valued at \$98.95 he or she is required to write in 25 words or fewer their favourite Cocomelon character and why in the comments section of the Erina Fair Facebook post (Entry) during the Promotion Period.*
5. *For the Participant to be eligible to compete in the Competition, each of the following must be satisfied 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.*
6. *A Participant may only submit one entry form during the Competition Period.*
7. *The best two entries will win 1 Cocomelon Musical Bedtime JJ Doll, 1 Cocomelon Musical Yellow School Bus and 1 Cocomelon Family Figurine. Each Prize pack is valued at \$98.95 and the total prize pool is valued at \$197.90.*



8. *The prize(s) is not redeemable for cash and is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.*
9. *By entering into the Competition the Participant is deemed to have accepted these terms and conditions.*
10. *The winner will be determined at the Erina Fair Shopping Centre Management Office at 10:30am on 14 June 2022 and 10:30am 20 June 2022. The winner[s] will be notified via the Erina Fair Facebook Page by 12noon on 13 June 2022 and 12noon on 20 June 2022. The results will be published on the Erina Fair Facebook Page on 13 June and 20 June 2022 [Refer to clause 3.1.8]*
11. *Winner[s] must claim their prizes by visiting the Erina Fair Customer Service Desk located opposite Cotton On Kids during business hours.*
12. *This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit. The judges' decision is final and no correspondence will be entered into.*
13. *At the time of collecting the prize the winner will be required to confirm their identity by producing such photo identification as may be directed by the Promoter. If the winner is under the age of 15 years the prize will be awarded to the winner's parent or guardian.*
14. *The prize(s) is/are not redeemable for cash and is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.*
15. *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.*
17. *The promotion is in no way sponsored, endorsed, administered or associated with Facebook.*
18. *All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.*
19. *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 Erina Fair Facebook page.*
  - b) *promptly destroy all entries received; and*
  - c) *not use the personal information that any Participant has provided on the entry form.*
19. *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.*
20. *The Promoter shall 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.*

#### **Privacy Collection Statements**

*Personal information you provide to [Insert Lendlease entity and ACN] by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including administering the relevant competition/Promotion, advising you and the public if you are the winner, providing and improving our products and services and, unless you opt out on the entry form or by contacting us, communicating with you on an ongoing basis for market research and/or with information about any products or services we think you may be interested in at Erina Fair Shopping Centre. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Competition/Promotion. We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals wans which is reasonably necessary for the Competition/Promotion or our other business activities.*

*We generally collect personal information directly from individuals through our marketing, sales, business development, operations, human resources, research or other activities. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities.*

*We may disclose your personal information to other Lendlease Group entities, or a third party service provider, or other entities that assist us in running our business.*

#### **Privacy Policy.**

*Our Privacy Policy can be found on our website, [insert website]. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer on (02) 9236 6111*