

TERMS & CONDITIONS 206 BOURKE STREET
“Melbourne Dumpling Festival: TIM HO WAN GIVEAWAY” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **“Melbourne Dumpling Festival: TIM HO WAN GIVEAWAY”** Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on VIC local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 14 years or over. Entrants under 18 years old must have parent/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
3. The following are ineligible: (i) employees of the Promoter, ISPT Pty Ltd or any of the tenants or retailers in 206 Bourke Street (**“Participating Centre”**) or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) 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

4. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (**“Promotion Period”**).

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

LIMITS ON ENTRY

6. Limit of one (1) entry permitted per eligible person.

DRAW DETAILS

7. The draw will take place at Centre Management, Level 2, 350 Bourke Street, Melbourne, VIC 3000 at the time and on the date indicated in Item 4. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified in writing. A provisional winner will only be deemed a winner once verified by the Promoter. Any VIC winner of a prize valued at over \$1,000 will have their name published on www.facebook.com.au/206BourkeStreet within fourteen (14) days of the draw date, for a period of twenty-eight (28) days.

PRIZES

9. The prize or prizes to be awarded are indicated in Item 5. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.

UNCLAIMED PRIZE DRAW

10. The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw at the time and on the date indicated in Item 6 to award the prize(s). This date will be no sooner than twenty-eight (28) days after the original draw, except in the case of an event prize, in which case the draw may be earlier. Winners, if any, will be notified in writing and any VIC winner of a prize valued at over \$1,000 will have their name published on www.facebook.com.au/206BourkeStreet within fourteen (14) days of the draw date, for a period of twenty-eight (28) days.

GENERAL

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. 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.
15. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is the value indicated in Item 5.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

18. 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.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. If this Promotion is interfered with in any way 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: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. The Promoter's decision is final and no correspondence will be entered into.
22. 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 ISPT Pty Ltd (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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and ISPT Pty Ltd (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 (whether received by the Promoter or not) 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 a prize.

PRIVACY

24. 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, prize 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 206 Bourke Street and Lavazza databases. The Promoter and ISPT Pty Ltd may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please go to <http://www.206bourkestreet.com/contact/> or write to Centre Management, Level 2, 350 Bourke Street, Melbourne, VIC, 3000. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://www.206bourkestreet.com/privacy-policy/>. All entries remain the property of the Promoter.
25. The "**Promoter**" is JLL (in its capacity as the managing agent for ISPT PTY) C/- 206 Bourke Street, Centre Management, Level 2, 350 Bourke Street, Melbourne, VIC 3000.
26. "**ISPT Pty Ltd**" means the Promoter, each of the Promoter's related bodies corporate, each person with whom the Promoter or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Promoter or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity.

Item 1

Promotion commences

Date: Friday 15 March 2019 and Saturday 16 March 2019

Time: 5pm

Item 2

Promotion closes

Date: Friday 15 March 2019 and Saturday 16 March 2019

Time: 7pm or while stocks last.

Item 3

To enter, individuals must redeem 1 x Deep-Fried Shrimp and Cheese Ball rolled in Almond Flakes from the Tim Ho Wan redemption station located at the store's internal window located opposite Merry Seasons. The first 250 entrants each night will be provided with a numbered token ((1) one to (250) two hundred and fifty). Only (1) token only per person is permitted. 250 units per night are redeemable.

Item 4

Activation Dates

Date: Friday 15 March and Saturday 16 March 2019

Time: 5pm until stock runs out

Item 5

Prizes to be awarded include:

(500) five hundred Deep-Fried Shrimp and Cheese Ball rolled in Almond Flakes to the value of AUD \$1,800.00. 250 units are available for redemption per night. The prize is strictly non-transferable, non-endorsable and not redeemable for cash.

Item 6

Unclaimed Prize Draw

Date: N/A

Time:

Item 7

Value of total prize is: AUD \$1,800.00