

TERMS & CONDITIONS 206 BOURKE STREET QIXI FESTIVAL PROMOTION

INTRODUCTION

1. Information on how to enter and prizes form part of these Terms and Conditions.
Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is being run at 206 Bourke Street, Melbourne (the 'Centre').
3. Entry to this promotion is open to all Australian residents, excluding employees, agents and contractors of the Promoter, employees of 206 Bourke Street, ISPT and Jones Lang LaSalle, retailers and their staff at 206 Bourke Street and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
4. By entering this promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation.
5. A copy of these terms and conditions can be obtained from 206 Bourke Street website www.206bourkestreet.com.

DURATION

6. The promotion commences at 11am (local time) on Monday 25 July 2022 and concludes at close of business on Sunday 7 August 2022 (Promotional Period).

METHOD OF ENTRY

7. Shop or dine with 206 Bourke Street retailers during the Promotional Period.
8. Scan promotional material located inside store.
9. Fill in details and submit entry.
10. One entry per visit.
11. 2 x winners will be selected at the end of the Promotional Period to receive prize.

PRIZE

12. Prize (x2) includes:
 - a. Vault Pays-enabled Prepaid Mastercard® digital gift vouchers to the value of \$400
 - b. Overnight stay at Lancemore Hotel Crossley St

13. REDEMPTION

14. Winner will be notified via email and/or phone.
15. Digital gift cards will be sent via SMS from Vault Payment Solutions.
16. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of

the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pty Ltd. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

17. Prize is not transferable, redeemable or exchangeable for cash.
18. The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a gift.
19. Participating retailers are subject to change.
20. Although every effort is made to ensure Participating Retailers are open during voucher redemption times, the Promoter accepts no responsibility if a Participating Retailer does not trade.

RELEASE AND INDEMNITY

21. The Promoter accepts no responsibility for the gift once collected by the entrant.
22. The Promoter accepts no responsibility for lost, late or illegible receipts.
23. The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this promotion or as a result of taking or using any gift, except for any liability which cannot be excluded by law.
24. The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
25. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;
 - a) to disqualify any entrant; or
 - b) to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-

Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.

- 27.** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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); any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 28.** The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By opting in, entrants agree to join the 206 Bourke Street database and the Promoter 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. Entrants should direct any request to access, update or correct information to the Promoter.
- 29.** At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.
- 30.** The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
- 31.** The laws of the State of Victoria, Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Victoria, Australia.
- 32.** 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.
- 33.** "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.

TERMINATION OF PROMOTION

- 34.** The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 35.** 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.
- 36.** The Promoter's decision relating to the Promotion and/or redemption of the gifts is final and no discussions or correspondence with entrants or any other person will be entered into.