

## 206 BOURKE STREET “MID-AUTUMN FESTIVAL SOCIAL CAMPAIGN” PROMOTION

### TERMS & CONDITIONS

#### INTRODUCTION

1. This promotion is being run at 206 Bourke Street (the Centre).
2. 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.
3. Entries into the promotion open at **10am (local time) on Monday, September 16** and close at **23:59pm (local time) on Sunday, September 22** (Promotional Period).
4. Entry to this promotion is open to all residents, excluding employees, agents, and contractors of the Promoter, ISPT and CBRE, retailers and their staff at the Centre and the immediate family of the preceding people (parent, sibling, spouse, or grandparent), who are not eligible to enter.
5. Entry is only open to Australian residents aged 18 years or over.
6. 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.
7. A copy of these terms and conditions can be obtained from 206 Bourke Street’s website <https://www.206bourkestreet.com/>

#### DURATION

8. The promotion commences at **10am** (local time) on **Monday, September 16** and concludes at **23:59pm (local time)** on **Sunday, September 22**.

#### METHOD OF ENTRY

9. **Fill out the Mid-Autumn competition form on 206 Bourke Street’s website: <https://www.206bourkestreet.com/> via the link in bio on the Centre’s social media platforms (Instagram and facebook) or via QR code in-centre.**
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per person per day; (b) each entry must be submitted separately and in accordance with entry requirements.
11. The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
12. 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. The Promoter's decision is final, and no correspondence will be entered into.

#### **PRIZES**

13. All entrants to the promotion go into the the running to win one (1) \$100 Digital Gift Card.
14. There will be nine (9) Digital Gift Cards in total to give away.
15. The Digital Gift Card is only available for use at the Centre.
16. Any ancillary costs associated with redeeming the Digital Gift Card are not included. Any unused balance of the Digital Gift Card will not be awarded as cash. Redemption of the Digital Gift Card is subject to any terms and conditions of the issuer including those specified on the Digital Gift Card.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take their prize by the time stipulated by the Promoter, then the prize will be forfeited.  
Total prize pool value is \$900.
18. The Digital Gift Card is not transferable, redeemable, or exchangeable for cash.
19. The Promoter accepts no responsibility for the prize once collected by the entrant.

#### **RELEASE AND INDEMNITY**

20. Entrants consent to the Promoter using their 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.
21. 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.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
24. 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.
25. 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.
26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <http://ispt.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants

may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

The promoter is ISPT PTY LTD (ABN 28 064 041 283) and managed by CBRE Pty Limited (ACN 057 373 574) of Level 21, 363 George Street, Sydney NSW 2000 ("Promoter").