

# Stockland Liveability Index 2022 Survey

## - Terms and Conditions of Entry -

### PART A – GENERAL TERMS

1. These terms and conditions govern the Stockland Liveability Index 2022 Survey (**Promotion**) and provide participants of the Promotion (**Entrant** or **you**) with information on how to be eligible to participate in the Promotion and receive a prize for the completion of the Stockland Liveability Index 2022 Survey.
2. By participating in the Promotion, the Entrant acknowledges and agrees that it has read, understood and agreed to these terms and conditions of entry. An Entrant must comply with these terms and conditions for their entry to be valid and to be eligible to receive a prize.

### PART B – PROMOTER'S DETAILS

3. The Promoter is Stockland Development Pty Limited ACN 000 064 835 of Level 25, 133 Castlereagh Street, Sydney NSW 2000 (**Promoter**).
4. The Promoter is a wholly owned subsidiary of Stockland Corporation Limited ACN 000 181 733 (**Stockland**).

### PART C – PRIVACY AND COLLECTION NOTICE

This Notice explains how the Promoter and its affiliates (**We**), manage your personal information and complaints. More information can be found in Stockland's Privacy Policy at:  
<http://www.stockland.com.au/privacy-policy.htm>.

5. We collect your personal information directly from you wherever practicable. We may collect personal information from our related companies or other third parties.
6. We will use your personal information primarily to conduct the Promotion and survey, advise if you are a winner, and provide information about the products and services you have requested offered by us and our affiliate retailers. We will also use this information for research to improve our products and services. If you do not provide us with that information, we may be unable to process your entry.
7. We may disclose your personal information, including updates to consultants, agents or contractors acting on Stockland's behalf, parties to whom Stockland has outsourced various functions, our related parties, entities and trusts and regulatory authorities where required by law. We may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers.
8. Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint, and how we will deal with the complaint.
9. You may contact us by email at: [privacy@stockland.com.au](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

### PART D – WHO CAN ENTER

10. Entry to the Promotion is open to residents who live in a qualifying Stockland Residential Community (see clause 23). Entrants must be at least 13 years or older. Entrants under the age of 18 must obtain permission from their parent or legal guardian over the age of 18 to enter the Promotion. Directors, officers, management, suppliers and their employees (and the Immediate Families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same

household as the director, officer, manager, employee or contractor.

11. The Promotion commences Monday 21<sup>st</sup> February 2022 and entries close on Friday 18<sup>th</sup> March 2022 at 11:59PM Australian Eastern Daylight Time (AEDT) (**Promotion Period**).
12. Entries must not contain any offensive or inappropriate content. Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person. Further, Entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of the Promoter's business without the payment of any fee or compensation. The Entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded a prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
13. A completed survey cannot be modified after it has been submitted.
14. Entry in the Promotion is free (excluding internet connection charges). Each Entrant is entitled to complete and submit the survey once only and if the survey is completed fully and in accordance with these terms and conditions, will be eligible to receive the one prize, limit to one prize per household. Multiple surveys from the same Entrant will result in any additional entries from the Entrant being disqualified.
15. Entries must be received by Friday 18<sup>th</sup> March 2022 at 11:59PM AEDT. The time of entry will in each case be the time the entry is received by the Promoter's database and not the time of transmission by the Entrant. Stockland and the Promoter, its agents, affiliates and representatives will not be liable for any lost, late or misdirected surveys including delays in the delivery due to technical disruptions, network congestion or for any other reason. The Promoter or its affiliates accept no responsibility for entries not received by the closing date for any reason whatsoever.
16. Only surveys completed online will be eligible for a prize.
17. Entrants that do not submit completed surveys in accordance with these terms and conditions of entry, and any incomplete surveys, will be deemed invalid.
18. A request to access or modify any information provided in an entry should be directed to the Promoter. Should an Entrant's details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter of its change of details promptly, but in any case, any notification from the Entrant regarding amendments to details must be received by prior to the Entrant receiving notification of the prize from the Promoter or Stockland. If any notification of changed details is received after the notification of the prize from the Promoter, the Entrant acknowledges that the prize will be not be reissued under any circumstances.
19. All entrants warrant to the Promoter that the above entry requirements have been met.

#### **PART E – HOW TO WIN**

20. All completed surveys submitted will be reviewed to confirm eligibility and compliance with these terms and conditions of entry and will be judged at the head office of Stockland at Level 25, 133 Castlereagh Street, Sydney NSW 2000 on 21<sup>st</sup> March 2022. To qualify for a chance to win the Prize, the Entrant must complete the mandatory section of the survey being the part identified with a \* (**Qualifying Entry**).
21. The Promoter's decision in relation to any aspect of the Promotion is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.
22. For each qualifying Stockland Community in clause 23, every tenth (10<sup>th</sup>) Qualifying Entry (in order of completion) will receive an eGift card valued at fifty dollars (\$50) from GiftPay\* (**Prize**). There are a maximum of fifty (50) eGift card valued at \$50 each from GiftPay\* to be won per qualifying Stockland Community in clause 23 in total as part of the Promotion. There is a limit of one Prize per household.

23. The qualifying communities are as follows:

NSW	QLD	WA	VIC
Willowdale The Gables Elara Altrove	North Shore Newport Providence Aura Bokarina Beach Kalina Foreshore	Vale Whiteman Edge Amberton Sienna Wood	Highlands Edgebrook Waterlea Orion Mt Atkinson Cloverton Minta

## PART F – PRIZES

24. Those Entrants who are eligible to receive the Prize will be notified by e-mail and/or telephone week commencing 11<sup>th</sup> April 2022 with instructions as to how to claim the Prize and establish his/her entitlement to it. Entrants grant the Promoter permission to communicate with them by e-mail and/or telephone for this purpose. If a prize winner has opted to not provide their detail to receive the prize, the next eligible entrant in order of completion will be given the prize instead.
25. \*GiftPay is the eGift platform from which the Prize will be issued. GiftPay is owned and operated by Unified Incentives Pty Ltd, ABN 53 157 818 427, and use of the Prize is subject to the terms and conditions imposed by Unified Incentives Pty Ltd and the individual retailers at which the Prize is being redeemed. Further details regarding these terms and conditions and participating retailers can be found at:  
<https://www.giftpay.com/egift/info.aspx?gift=EH7WGK2D4E&value=100>.
26. For enquiries about eGift Card delivery, activation or redemption please contact GiftPay via email at support@giftpay.com. The Prize is subject to such terms and conditions as may be imposed by GiftPay and are as stated at the website noted above.
27. The Prize cannot be used in certain retail outlets. Stockland does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Prize, or for any card faults or defects or if the Entrant is unable to use Prize for any reason including if the Prize is damaged or lost.
28. The Prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning Entrant does not take, or is unable to use, their Prize or any portion of it for any reason.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winning Entrant.
30. If the Prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the prize with a Prize of equal or greater monetary value, subject to any written directions from a regulatory authority.
31. In participating in the Promotion, each winning Entrant agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Promotion, including but not limited to being interviewed and photographed. Each winning Entrant authorises and grants the Promoter an absolute and irrevocable right to use and reproduce such footage and photographs together with the Entrant's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference or requirement of payment to the winning Entrant. The Entrant acknowledges and agrees that Stockland owns all rights, title and interest (including intellectual property rights) in such photographs or videos and that any existing and future rights in such photographs or videos are assigned to Stockland.
32. The Prize is subject to the terms and conditions of use applying to the Prize at the time it is issued by the GiftPay and the retailer at which the Entrant has chosen to redeem the Prize.

## **PART G – UNREDEEMED PRIZES**

33. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a Prize is not claimed by the winning Entrant within 3 years from the date the Prize was delivered to the Entrant, the Prize will be deemed unredeemed and forfeited. The Entrant may not make a claim on the Promoter or Stockland arising from or in connection to the Entrant's failure to redeem the Prize within the above timeframe.
34. The Entrant may not make a claim on the Promoter or Stockland arising from or in connection to the Entrant's failure to redeem or claim the Prize within the timeframes set out in clauses 24 and 33.

## **PART H – NO LIABILITY**

35. The Prize may come with guarantees from the Prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss and any loss arising out of a claim by a third party) or for any personal injury suffered or sustained in connection with the Promotion, or the use of the Prize, except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
36. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused or provided by an Entrant or due to any of the equipment or programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
37. If for any reason, the Promotion is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion), the Promoter reserves the right, in its sole discretion, to disqualify any Entrant who undermines the fairness of the Promotion (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other Entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
38. The Entrant acknowledges and agrees that once the Prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the Prize being damaged, stolen or lost. The Entrant is responsible for keeping the details of the Prize safe and secure and must not make a claim on the Promoter with respect to any subsequent loss or damage to the Prize whatsoever.
39. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions of entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
40. This Promotion may be conducted by the Promoter using social media which may be based outside Australia, Information posted, tagged or commented on, including photographs and videos may be transferred to the social media company's server outside Australia. By entering this Promotion you consent and agree to this transfer.
41. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or any other social network, Entrants acknowledge that:

- a. any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
  - b. any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network; and
  - c. Entrants release Facebook and any other social network and their associated companies from all liability arising in respect of the Promotion and use or publication of the image and/or video.
42. Entrants must indemnify the Promoter and Stockland for and against all losses, liabilities, costs and expenses incurred by the Promoter or Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with the Entrant's breach of clauses 40 and 41.

#### **PART I – JURISDICTION**

These terms and conditions are to be governed by the laws of the State of New South Wales and the parties must submit to the jurisdiction of the Courts of New South Wales.