

## DEXUS STANDARD COMPETITION TERMS & CONDITIONS

### COLOUR PARTY INSTAGRAM COMPETITION

#### Terms and Conditions

1. These terms and conditions are for all entrants who enter the 'COLOUR PARTY INSTAGRAM COMPETITION' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Funds Management Limited (ABN: 24 060 920 783) as Trustee for DEXUS CPA Trust AND Victoria Square QV Investments Pty Limited of **QV Melbourne, Corner Swanston Street & Lonsdale Street, Melbourne, Victoria, 3000**. Telephone: 03 9207 9200.

#### ELIGIBILITY

3. Subject to condition 3, this Promotion is only open to Australian residents **aged 18 years or over**.
4. The following are ineligible: (i) employees of the Promoter, the Dexus or any of the tenants or retailers in the Participating Centre or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling 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

5. This Promotion commences at 10am Australian Eastern Standard Time ("AEST") on Friday, 23 November, 2018 and ends at 5PM AEST on Friday 21 December, 2018 ("Promotion Period").

#### HOW TO ENTER

6. To enter this Promotion, eligible individuals must during the Promotion Period, simply:
  - Visit QV Melbourne between Friday 23 November and Friday 21 December
  - Take a photo of your experience in the QV Melbourne Colour Party activation and upload the photo/s to your Instagram page
  - Hashtag #QVcolourparty
  - Follow @qvmelbourne
  - Ensure your Instagram is not on 'private' to receive an entry into the competition
7. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoters database and to be used in accordance with the purposes set out in these Terms and Conditions.

#### LIMITS ON ENTRY

8. Customers may enter multiple times over the promotional period, with no limit of entries.

## **DRAW DETAILS**

9. The winning entry will be decided at the Promoter's head office at QV Melbourne at 12noon on Monday 24 December, 2018. One winning photograph will be chosen. The winning image will be selected by a panel of judges within QV Melbourne Centre Management, with the judge's decision final.
10. The prize winners must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions.
11. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights.

## **WINNER NOTIFICATION**

12. The winner of the Prize will be notified by direct message via the Promoter's Instagram page within one business day of being determined/selected. Any winner of a prize may have their name published on [www.qv.com.au](http://www.qv.com.au)
13. Prizes can be redeemed from QV Centre Management Office reception desk at QV Melbourne, from Thursday, 27 December, 2018, Monday to Friday only, between 9am - 5pm.

## **PRIZES**

14. The valid winner will win a \$500 gift card to spend at QV retailer of their choice (excluding Woolworths, Big W and Dan Murphy's)
15. Total prize pool \$500.
16. Prizes are not redeemable for cash or transferable, and must be taken as offered.
17. The prize and/or any element of the prize must be taken as stated and cannot be varied. No compensation will be payable if the winner is unable to use their prize and/or any element of the prize as stated.
18. Gift cards are valid for a period of 36 months, from the date of purchase.
19. If the gift card is not used within this 36 month period, the winner forfeits the prize.

## **UNCLAIMED PRIZE DRAW**

20. N/A

## **GENERAL**

21. Incomplete, indecipherable or illegible entries will be deemed invalid.
22. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
23. Prize is subject to the standard terms and conditions of individual prize and service providers. 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.
24. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the

Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. 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.
27. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. If this Promotion is interfered with in any 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 to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
29. The Promoter's decision is final and no correspondence will be entered into.
30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
31. 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 (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.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 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 the prize.

33. Participating and entering in this Promotion is considered a complete release of Facebook by each entrant or participant. It is also an acknowledgement that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook

## **PRIVACY**

34. 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, gift 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 the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity and research purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Dexus Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, all information provided will be removed from our active database. All entries remain the property of the Promoter. To view the Dexus Privacy Policy, please visit <http://www.dexus.com/who-we-are/privacy-policy>