

QV MELBOURNE / Lunar New Year Red Packet Giveaway

Terms and Conditions

1. These terms and conditions apply to entrants to the 'Lunar New Year Red Packet Giveaway' 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. The address is QV, Cnr Lonsdale and Swanston Streets, Melbourne, VIC 3000.
3. This promotion will be conducted at QV Melbourne, Cnr Lonsdale and Swanston Streets, Melbourne, VIC 3000.

ELIGIBILITY

4. This Promotion is only open to Australian residents aged 18 years or over. Persons under 18 years of age must be accompanied by an adult.
5. The following individuals are ineligible to enter the Promotion:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Promotion.
 - b. the spouse, de facto spouse, parent, child, or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

6. This Promotion commences at 1:00PM Australian Eastern Standard Time ("AEST") on Thursday 8th February 2024 and ends at 4:00PM on Wednesday 21st February 2024 AEST ("Promotion Period").
7. The promotion will be activated from 1:00PM – 4:00PM on the following dates:
 - Thursday 8th February 2024
 - Friday 9th February 2024
 - Saturday 10th February 2024
 - Sunday 11th February 2024
 - Monday 12th February 2024
 - Tuesday 13th February 2024
 - Wednesday 14th February 2024
 - Thursday 15th February 2024
 - Friday 16th February 2024
 - Saturday 17th February 2024
 - Sunday 18th February 2024
 - Monday 19th February 2024
 - Tuesday 20th February 2024

- Wednesday 21st February 2024

HOW TO ENTER

8. To enter this Promotion, eligible individuals must, during the Promotion Period:
- Visit 'The Dragon's Tale' installation located in QV Square.
 - Scan the QR code and sign up to the QV database.
 - Present a receipt of any spend from a QV store, excluding Woolworths, Big W, Domayne, Harvey Norman, Officeworks and Wilsons Parking. Receipt presented must be for a transaction dated on the same date it is presented at The Dragon's Tale installation.
 - The first 66 entrants per day will receive a red packet containing a \$20 QV gift card.

LIMITS ON ENTRY

9. One entry permitted per eligible person per day of the activation. Each entry must be submitted separately in accordance with these Terms and Conditions.

PRIZE DETERMINATION

10. The prize will be awarded instantly at The Dragon's Tale activation located in QV Square on Level 2 between 1:00PM – 4:00PM during the promotion period.
11. The prizes are awarded on a first-come-first-serve basis. The first 66 customers per day of the activation will receive prize.

WINNER NOTIFICATION

12. The provisional winner/s will be notified instantly at the time of participation.
13. The prizes can be redeemed from participating stores at QV Melbourne, where EFTPOS is available.

PRIZES

Prize	Qty	Individual Value	Total Value
\$20 QV Gift Card	924	\$20	\$18,480
Total	924		\$18,480

14. Total prize pool valued at \$18,480.
15. Prizes are not redeemable for cash or transferable and must be taken as offered.
16. QV Melbourne gift cards are valid for a 36-month period from date of issue.

UNCLAIMED PRIZES

17. N/A

GENERAL

18. You must not:

- a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
- c. act in a disruptive, annoying, threatening, abusive or harassing manner;
- d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
- e. breach any law;
- f. breach any "community guidelines" issued by the Promoter from time to time or
- g. behave in a way that is otherwise inappropriate.

19. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.

20. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.

21. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

22. If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.

23. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

24. If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.

25. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

26. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

27. 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 or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
29. 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
30. 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.
31. If this Promotion is interfered with 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 to the fullest extent permitted by law to (a) disqualify an entrant engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
32. If any dispute arises concerning the conduct of this promotion, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
33. 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.
34. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If online or SMS entry is available, you will receive a return message confirming your entry. You are responsible for your own costs associated with entering. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
35. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
36. 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 2010* (Cth), as well

as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”).

37. 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, including without limitation:
- a. any technical difficulties or equipment malfunction;
 - 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,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

38. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY

39. 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, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
40. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
41. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.