

# INSTAGRAM COMPETITION (Game of Skill<sup>1</sup>)

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## Terms and Conditions

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1. The Promoter is Lendlease Property Management of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**). Contact number is 02 9236 6111.
2. Only residents of Australia are eligible for the Competition
3. The following person(s) are ineligible to enter the Competition:
  - (a) employees of:
    - (i) any retailer within Macarthur Square
    - (ii) the Promoter; and
    - (iii) the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth),  
and associated agencies, companies and contractors; or
  - (b) members of the Immediate Families of the employees referred to at paragraph **Immediate family** means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
4. The Competition commences at Thursday 9am 7 February 2019 and closes on Thursday 9am 14 February 2019 (**Competition Period**). There will be 8 prizes with each winner a day. The Promoter may extend the Competition Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on [www.macarthursquare.com.au](http://www.macarthursquare.com.au). References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
5. There will be 8 different prize packs, made up of over \$1k from 8 different retailers.
6. To enter, the Participant must take a photo at Love Seat located in front of Coles with a comment to a loved one and #sharethelovems & following @macarthur\_square during the Competition Period. The Participant's Instagram account must be set to "Public" in order to participate in the Competition.
7. For the Participant to be eligible to compete in the Competition, the Participant must enter the Competition:
  - (a) within the Competition Period;
  - (b) in the strict manner specified on the entry form for the Competition; and
  - (c) by the method specified on the entry form for the Competition.
8. Only one entry is permitted from a Participant during the Competition Period.
9. The best entry will win a Prize.
10. The Prize is not redeemable for cash.
11. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
12. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
13. The entries will be judged by a judging committee between 9am and 5pm on from Thursday 7 February to Thursday 14 February at Macarthur Square. One winner announced per day. The Promoter will send the winner a private message via the winners Instagram account at by 3pm each day.
14. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on artistic merit.
15. The judge's decision is final and no correspondence will be entered into.

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<sup>1</sup> Games of Skill are competitions that require a user to answer a question or submit something (showing 'skill' to win) – do not require a trade permit within Australia. The competitions are selected by a judge through a selection process where the best or most skillful entry decides the winner.

16. By entering into the Competition the Participant (or its parent and guardian) is/are deemed to have accepted these terms and conditions.
17. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
18. Prizes must be collected from Macarthur Square Customer Service Desk by 14<sup>th</sup> March 2019.
19. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
20. As a condition of accepting a Prize, the winner (or the winner's parent or guardian), and any other person(s) sharing the Prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a Prize to the extent the Prize is or includes a recreational service or activity.
21. All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.
22. The Promoter may cancel the competition and not award the Prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Prize(s). Should the Promoter cancel the Competition the Promoter will:
  - (a) advertise that the Competition has been cancelled by placing a notice on the Competition's website at on [www.macarthursquare.com.au](http://www.macarthursquare.com.au)
  - (b) promptly destroy all entries received; and
  - (c) not use the personal information that any Participant has provided on the entry form.
23. All Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any Prize to the extent permitted by law. The Promoter reserves the right to substitute any Prize with a prize of equal or greater value (including where the Prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The Prize and/or any element of the Prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their Prize and/or any element of the Prize as stated.
24. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a Prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective Prizes, lost or stolen Prizes or misuse of any Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any Prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.