

## The Ponds Shopping Centre Lexer Survey (“Promotion”) Terms and Conditions of Entry (“Terms”)

Participation in the Promotion constitutes acceptance of these Terms. All entry instructions and Prize information published by the Promoter form part of these Terms & Conditions. This Promotion is held at The Ponds Shopping Centre Riverbank Dr, The Ponds NSW 2769.

This Promotion is being undertaken by Colliers International (NSW) PTY LIMITED (ABN 65 001 401 681) (“the Promoter”) managed by of Level 30, Grosvenor Place, 225 George Street Sydney, NSW 2000. The Promotion commences on Thursday 5<sup>th</sup> October 2022 and concludes on Tuesday 5<sup>th</sup> November 2022 unless withdrawn early by the promoter.

To enter the draw, entrants must:

- (a) Complete all questions of the online Lexer survey
- (b) Provide their full name and contact details

By entering the Promotion, entrants are subscribing to email marketing from The Ponds Shopping Centre.

By entering the Promotion, entrants consent to their personal information being used by the Promoter and / or The Ponds Shopping Centre for the purpose of conducting this Promotion and notifying the Winner.

Only one (1) entry per person will be accepted.

Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy will be invalid. Entrants must be aged 16 years or older as at the time of entry into the Promotion.

Officers, employees and immediate families of officers and employees of the Promoter and The Ponds Shopping Centre and their related bodies corporate and contractors and any other organisations associated with this Promotion are ineligible to enter.

The total Prize pool for this Promotion is valued at a maximum of AU\$500.

- (a) The Prize includes 5 x \$100 gift cards

Prize(s) are non-transferable and cannot be redeemed for cash.

All taxes and other expenses related to Prize(s) are their delivery are the sole responsibility of the winner.

If any Prize (or part of any Prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the Prize (or part of the Prize) with another prize to the equal value and/or specification.

The Winners will be determined at The Ponds Shopping Centre on Wednesday 23<sup>rd</sup> November 2022 and announced via our website [www.thepondsshoppingcentre.com.au](http://www.thepondsshoppingcentre.com.au). Winners will be determined at random.

Winners will be contacted via email. Prize collection will be coordinated directly with the winners.

The Promoter and The Ponds Shopping Centre reserve the right to request Winner provide suitable identification and proof of age prior to awarding a Prize. The Promoter and The Ponds Shopping Centre reserve the right to announce and/or publish the Winner name and/or photograph for publicity purposes.

All Prizes won must be claimed before 5pm on Wednesday 30<sup>th</sup> November 2022. Any Prizes that are not redeemed by this time and date will become null and void and entered into the Second

Chance Draw (“Second Chance Draw”).

Second Chance Draw Prize(s) will be drawn at The Ponds Shopping Centre on Thursday 1<sup>st</sup> December 2022.

Second Chance Draw Winner(s) will be determined by random.

Second Chance Draw Winner(s) will be notified by email/phone and will receive their prize within six weeks of the Second

Chance Draw. Entries that are illegible, incomplete or do not comply with these Terms are invalid.

The Promoter reserves the right to verify entries and claims for Prizes and reserves the right to disqualify an entrant where the entry process has been tampered with. 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 is not responsible if the value of the Prize(s) change between the date of publication of these Terms and the date the

Prize(s) are awarded. The Promoter may in its absolute discretion: suspend, cancel or recommence the Promotion if for any reason:

- (a) the Promotion is not capable of proceeding as planned;
- (b) the Promotion is corrupted, or the administration, security, fairness, integrity or proper conduct of the Promotion is affected; or
- (c) if the determination of the Winners or delivery of Prizes is prevented or hindered by any event outside the Promoter’s control.

The Promoter assumes no responsibility for:

- (a) any incorrect or incomplete information which may be communicated in the course of administering this Promotion;
- (b) 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;
- (c) any tax liability incurred by a Winner or entrant. Individuals should obtain independent tax and financial advice; or taking of/participating in the Prize.

Except for any liability not excluded by law, entrants release and indemnify the Promoter from and against all actions, claims and liabilities, that the entrant now has or in the future may have against the Promoter for any loss, damage or injury (including any special or consequential loss) suffered as a direct or indirect result of the entrant’s participation in the Promotion. The Promotion is in no way sponsored, endorsed, administered by or associated with any social media platform. If any social media platforms are used for the purposes of the Promotion, such social media platforms shall not be liable in any way to the entrants to the Promotion.

The Promoter’s decision in relation to this Promotion is final and binding on entrants and the Promoter will not enter into any correspondence.

By entering the Promotion, entrants consent to their personal information being used by the Promoter and / or The Ponds Shopping Centre for the purpose of conducting this Promotion and notifying the Winner. All personal details of the entrant will be stored at the offices of The Ponds Shopping Centre. A request to access, update or correct any information should be directed to that office.

Privacy Collection statement 27. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter. 28. The Promoter and its related entities collect entrants’ personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://thepondsshoppingcentre.com.au/privacy-policy/>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Colliers International (NSW) PTY LIMITED (ABN 65 001 401 681) (“the Promoter”) managed by of Level 30, Grosvenor Place, 225 George Street Sydney, NSW 2000.

These Terms are governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of that State.