

## TERMS AND CONDITIONS – Spring into Greenwood

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in the Spring into Greenwood (“Promotion”) is deemed acceptance of these Terms and Conditions.
2. This Promotion is open to all Western Australia residents aged 18+. By entering, each entrant agrees to receive offers and promotions from Greenwood Village the Promoter.
3. Employees (and their immediate family and/or those living in the same household) of the Promoter, Greenwood Village and their respective affiliates, subsidiaries, agencies and suppliers associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.
4. The promotion commences at 12.00AM AWST on 1 September 2018 and ends at 11.59PM AWST on 13 October 2018 (“Promotional Period”).
5. To enter, individuals must meet the following criteria during the Promotional Period: Spend over \$20 with any participating retailers, place the receipt into the competition envelope and complete all details on the envelope. The completed envelope is to be placed in the entry box located in the centre.
6. Two (2) persons/entries will be selected by random for the Major Prize. The Promoter may select an additional reserve entry, in case of an invalid entry or ineligible entrant.
7. The winners will be selected at random.
8. The Promoter’s decision is final and no correspondence will be entered into.
9. Major Prize:  
The winners will receive the prize. The Major Prize includes:  
- 2 x \$500 worth of Greenwood Village retailer vouchers, valid through to 31/12/18
10. Prize terms and conditions:  
Prize is non-refundable and may not be transferred for cash or any other goods or services, with any unused portions forfeited.  
The winner is solely responsible for redeeming the prize.  
Vouchers are chosen by the promoter and at the promoters discretion.
11. The winner will be notified via email by the promoter at the conclusion of the competition at 10.00AM AWST, 16 October 2018. The winner has until 5.00PM 31 October 2018 to acknowledge acceptance of and claim their Major Prize.
12. The winner must be available to collect the Major Prize from the Assembly & Co office on a chosen time/day between 16 October 2018 and 31 October 2018. Time

must be during business hours.

13. Where the prize winner is not able to redeem any part of the Major Prize due to physical inability or incapacity, poor weather or any other circumstances beyond Greenwood Village's – or the Promoter's reasonable control, then the prize (or part thereof) will be forfeited and will not be redeemable for cash, or other prize, goods or services.
14. If the winner does not acknowledge acceptance of their prize, the prize will be forfeited and another winner selected.
15. The winner's contact details will be provided to Greenwood Village who will provide offers and promotions communications to. Greenwood Village will handle the winner's personal information in accordance with the Privacy Act 1988 (Cth).
16. The Promoter and Greenwood Village reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
17. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. 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.
18. If a winner of a prize is under the age of 18 years, the prize will be forfeited by that entrant, and the next best entry will be awarded.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. In the event of war, terrorism, state of emergency or disaster, the Promoter and/or Greenwood Village reserve the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
21. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Greenwood Village, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display any social media content they produce for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
22. Entrants agree to have their email address added to the Promoter's and Greenwood Village's email lists.

23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter and/or Greenwood Village, 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 (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law and Fair Trading Act 2012 (Vic), as well as any other implied warranties under the ASIC Act 2001 (Cth) or similar consumer protection laws in the States 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 its respective officers, employees and agents) excludes 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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Greenwood Village (including its respective officers, employees and agents) is not responsible for and excludes 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 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a prize.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct personal information to the Promoter.
27. The Promoter is Assembly & Co Pty Ltd (ABN 28 609 745 244), Level 2, 72 St George’s Terrace Perth WA 6000.
28. “Greenwood Village” means Greenwood Village, 18 Calectasia Street, Greenwood WA 6024 managed and owned by Lease Equity.