

## TERMS AND CONDITIONS FOR DARLING PARK 'UNLOCK AND WIN' PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this 'UNLOCK AND WIN' ("Promotion") is deemed acceptance of these Terms and Conditions.

### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to residents of Australia.

3. The following are ineligible: (i) the Promoter, or any of the Promoter's agencies that are associated with the Promotion; and (ii) any retailer, service provider or contractor of Darling Park, or anyone that the Promoter has previously notified is not permitted to enter the Promoter's promotions.

### PROMOTION PERIOD

4. This Promotion commences at 11:30 on 16/07/2018 and ends at 2:30 AEDST on 27/07/2018 – or when all keys ("entries") are distributed on 27/07/2018 ("Promotion Period").

### HOW TO ENTER

5. To receive an entry in this Promotion, eligible customers must: a) spend a total of \$10 or more at eligible retailers in the centre during the times specified during the promotional period.

6. Eligible retailers are specialty retail, service and food and beverage stores within Darling Park, 200 Sussex Street Sydney.

7. Present valid receipt(s) from eligible retailers to the promotional stand from 11:30 daily where upon validation the customer will be presented with a key to the prize safe.

8. Receipts are required to be presented to participate, any store not issuing a receipt will therefore not be included within the promotion. It is the customer's responsibility to request a receipt.

9. This promotion has limited entries each day. There are 100 (one hundred) keys to the safe distributed to eligible customers each day.

10. For clarity, any receipt(s) presented in order to claim a key / enter the competition must be dated the day of each associated draw.

11. Entrants will in turn present their key at the prize safe where upon winning keys will open the prize safe. This entitles the entrant to claim a prize from within the safe.

12. Once all winning keys have been presented and prizes claimed, that daily draw is deemed to be over.

#### LIMITS ON ENTRY

13. Customer receives one key on presentation of valid receipt(s) from the day of the draw.

14. Keys will be issued in order of the presentation of receipts and once all 100 keys are distributed, entry to that day's draw will be deemed closed. Persons holding keys are deemed to be "Entrants" of the promotion.

15. Spend must total \$10 or more. A limit of one (1) entry per daily draw applies per customer.

#### DRAW DETAILS

16. The draws will take place at Darling Park, 201 Sussex St, Sydney NSW 2000, each weekday from 16/07/2018 to 27/07/2018 from 11:30 AEDST. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

17. Entry keys can be claimed from 11:30 each day until 2:30 AEDST. Once one hundred (100) keys have been distributed, entries close for that day.

#### WINNER NOTIFICATION

18. Should the entrant's key open the prize safe, the entrant will be deemed to have won the prize inside the safe.

19. Winners names will be published on the website [darlingpark.com.au](http://darlingpark.com.au) from 16/07/2018.

#### PRIZES

20. The first one hundred (100) valid receipt(s) totalling \$10 or more presented will each be provided with a key representing an opportunity to open a prize safe ("winning key").

21. The number of winning keys is 10 per day from the 100 possible keys.

Daily prizes are:

<b>DRAW DATE</b>	<b>RETAILER</b>	<b>PRIZE</b>	<b>PRIZE QTY / NUMBER WINNING KEYS</b>	<b>INDIVIDUAL PRIZE VALUE</b>
16/07/18	Darling Park	\$250 in gift cards	5	\$50
17/07/18	Darling Park	\$250 in gift cards	5	\$50
18/07/18	Darling Park	\$250 in gift cards	5	\$50
19/07/18	Darling Park	\$250 in gift cards	5	\$50
20/07/18	Darling Park	\$250 in gift cards	5	\$50
21/07/18	Darling Park	\$250 in gift cards	5	\$50
22/07/18	Darling Park	\$250 in gift cards	5	\$50
23/07/18	Darling Park	\$250 in gift cards	5	\$50
24/07/18	Darling Park	\$250 in gift cards	5	\$50
25/07/18	Darling Park	\$250 in gift cards	5	\$50

22. Any ancillary costs associated with redeeming the prizes are not included. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to procure the cancellation of any entry in connection with those receipts at any time.

#### UNCLAIMED PRIZE DRAW

23. In the event that the daily prize is not won it will be added to the prize draw for the day immediately following.

#### GENERAL

24. If 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 with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

25. Total prize pool value is \$2,500.

26. Prizes are not transferable or exchangeable and cannot be taken as cash.

27. The Promoter reserves the right, at any time, to verify the validity of entries and reserves the right, in its sole discretion, to disqualify any eligible entrant 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 jeopardise 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. The Promoter's legal

rights to recover damages or other compensation from such an offender are reserved.

28. 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, 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 eligible businesses; 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. 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 NonExcludable 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.

31. Except for any liability that cannot by law be excluded, including the NonExcludable 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 (whether received by the Promoter or not) 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 eligible business; or (f) use of a prize.

## PRIVACY

32. In order to conduct this Promotion, the Promoter needs to collect 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 regulatory authorities. Participation in the Promotion is conditional on an authorised representative (on behalf of an eligible businesses) providing this information.

It is a condition of entry that the authorised representative (on behalf of an eligible business) agrees to being entered into the Darling Park database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Authorised representative (on behalf of an eligible business) should direct any request to access, update or correct information to the Promoter. All details of eligible businesses will be stored in accordance with the Privacy Policy. Upon the authorised representative (on behalf of an eligible business) request, all information provided will be removed from our active database.

To request details to be removed, please write to the Digital Marketing Manager, Darling Park. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy (<https://www.gpt.com.au/privacy-policy>) and applicable laws. All entries remain the property of the Promoter.

33. The “Promoter” is Darling Park (ABN 37 002 851 925) of 201 Sussex St, Sydney NSW 2000 - part of The GPT Group (GPT). Telephone: (02) 9269 9800. NSW Permit No. LTPS/18/25243.