DEXUS STANDARD COMPETITION TERMS & CONDITIONS

Casula Mall NPS Competition

Terms and Conditions

- 1. These terms and conditions are for all entrants who enter the 'Casula Mall NPS Competition' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The "Promoter" is Casula Mall, ABN 13 001 595 955, 1 Ingham Dr, Casula NSW 2170. Telephone: 02 9734 5504.
- 3. This promotion will be conducted at Casula Mall, 1 Ingham Dr, Casula NSW 2170, 02 9734 5504 ("Centre").

ELIGIBILITY

- 4. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
- 5. The following are ineligible: (i) employees 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; (ii) the spouse, defacto spouse, parent, child or sibling of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

6. This Promotion commences at 9am Australian Eastern Standard Time ("AEST") on Sunday 1 October and ends at 6pm on Sunday 31 December AEST ("Promotion Period").

HOW TO ENTER

- 7. To enter this Promotion, eligible individuals must, during the Promotion Period:
 - Have visited Casula Mall (1 Ingham Dr, Casula NSW 2170)
 - Have completed the NPS online survey in full
- 8. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Promoter's database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

9. On entry permitted per eligible person, per day.

DRAW DETAILS

- 10. The draw will take place at Casula Mall Centre Management Office, 1 Ingham Dr, Casula NSW 2170 at 11am on Wednesday 10 January 2024. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
- 11. The winner will be selected randomly from the entire database/competition.
- 12. This is a game of chance; the winning entry will be selected at random.

WINNER NOTIFICATION

- 13. The provisional winner will be notified by phone or email. A provisional winner will only be deemed a winner once verified by the Promoter. Any winner of a prize may have their name published on www.casulamall.com.au.
- 14. Prize can be redeemed from the Casula Mall Centre Management Office at 1 Ingham Dr, Casula NSW 2170 from Wednesday 10 January 2024 between 9am-5pm. The prize must be redeemed by Wednesday 10 April 2023.

PRIZES

- 15. Prize includes a Coles voucher valued at \$500AUD.
- 16. The valid entry drawn will win a Coles voucher valued at \$500AUD.
- 17. Prizes are not redeemable for cash or transferable and must be taken as offered.
- 18. The prize and/or any element of the prize must be taken as stated and cannot be varied. No compensation will be payable if the winner is unable to use their prize and/or any element of the prize as stated.
- 19. Total prize pool valued at \$500AUD.

UNCLAIMED PRIZE DRAW

20. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw, on Wednesday 10 April 2023. The winner will be notified by phone or email. Any winner of a prize may have their name published on www.casulamall.com.au.

GENERAL

- 21. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 22. If there is a dispute as to the identity of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

- 23. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Gift Card prizes are valid for a 36-month period from date of issue and are subject to terms and conditions.
- 24. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 26. 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 for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 27. 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.
- 28. 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, in its sole discretion to the fullest extent permitted by law to (a) disqualify an entrant; 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. 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.
- 31. As a condition of entering this promotion, each entrant licenses and grants the Promoter, 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 their entry (which shall include Content) 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.
- 32. 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, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 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 Non-Excludable 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.

33. Except for any liability that cannot by law be excluded, including the Non-Excludable 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 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.

PRIVACY

34. 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, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Promoter's database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity and research purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Dexus Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter. Upon the entrant's request, all information provided will be removed from our active database. All entries remain the property of the Promoter. To view the Dexus Privacy Policy, please visit http://www.dexus.com/who-we-are/privacy-policy