



Terms and Conditions – Moon Festival Giveaway

Terms and Conditions

1. The Promoter is Lendlease Property Management Australia Pty Ltd of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease**).
 2. Only residents of Australia aged 13 years of age or older (**Participant**) are eligible for the Competition.
 3. The following person(s) are ineligible to enter the Competition: (a) employees of:
 - i. any retailer within Darling 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
- 3 (a). **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 giveaway commences at 12pm on 13 September 2023 and closes at 5pm on 1 October 2023. (**Competition Period**). The Promoter may extend the giveaway Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on <https://www.darlingsq.com/>. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
 5. The giveaway prize packs for eligible customers is: \$200 worth of Darling Square vouchers, 1 x nights' accommodation at @novoteldarlingsquare and a @gonggrocer X @darlingsquare Mooncake gift box. Like our post on Instagram, follow @darlingsquare, in the comments tell us how you will be celebrating Moon Festival this year and share a photo with the Darling Square Moon photobooth, tag @darlingsquare and use #darlingsquare #darlingsquaremoonfestival
 8. 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 in these terms and conditions; and by the method specified.
 10. The Promoter's decision on an eligible entry is final and no correspondence will be entered into.
 11. The Prize is personal to the winner(s). 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. By entering the Competition, the Participant is deemed to have accepted these terms and conditions.
 14. The winner will be determined at the Darling Square Centre Management Office, at 12pm on Tuesday 3 October 2023. The winner will be notified thereafter via Instagram direct message by 5pm on Tuesday 3 October 2023.
 15. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. If a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
 16. 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.

17. 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.

18. The Promoter may conduct such further draws at the same place as the original draw as is necessary at the Darling Square Centre Management Office 9am on 28 December 2023 to distribute any unclaimed prize by that date.

19. 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.

20. The Promoter may cancel the competition and not award the Prize 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 [https:// www.darlingsq.com/](https://www.darlingsq.com/) (b) promptly destroy all entries received; and (c) not use the personal information that any Participant has provided on the entry form.

21. Prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with the Prize to the extent permitted by law. The Promoter reserves the right to substitute the 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.

22. 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 the Prize or participating in this Competition 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 the Prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of the Prize(s) or participation in this Competition 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.

Privacy Statement

Personal information you provide to Lendlease Property Management Australia Pty Ltd by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this Competition including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Darling Square. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Competition.

We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals, and which is reasonably necessary for the Competition or our other business activities.

Our Privacy Policy can be found on our website, <http://www.lendlease.com/au/privacy/>.

Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an



alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer at privacy@lendlease.com or call 1800 233 066. References to 'we' and 'us' in this statement include the owners of Darling Square

- I agree to the Terms and Conditions including the Privacy Statement.
- I agree to allow use and disclosure by the owner of Darling Square and Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153 of my Personal Information for marketing activities related to the Centre.
- I agree to the use and disclosure of my Personal Information by the owner of Darling Square, Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153 and each of their Related Bodies Corporate on an ongoing basis (even if the Owner is no longer an owner of the Centre) for marketing activities related to the products and services offered by those entities.