# Lendlease "Spend & Win" Promotion

# Terms and Conditions including the Privacy Statement

### **Terms and Conditions**

- The Promoter is Lendlease Property Management (Australia) Pty Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (Lendlease) and Lendlease Funds Management Limited atf Darling Walk Trust of 1 – 25 Harbour Street, Sydney, NSW 2000 (Darling Quarter).
- 2. Only residents of Australia aged 18 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) the Participating Retailer (as defined in paragraph 13 below) within the Participating Centre
- (ii) the Promoter; and
- (b) the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth), and associated agencies, companies and contractors. This paragraph 3(a)(i) does not preclude an employee from entering into the Competition with respect to Eligible Purchases from a Participating Retailer of which they are not employed; or (b) members of the Immediate Families of the employees referred to at paragraph 3(a). This paragraph 3(b) does not preclude members of the Immediate family of the employees referred to at paragraph 3(a) from entering into the Competition with respect to Eligible Purchases from a Participating Retailer of which the Jaragraph 3(a) from entering into the Competition with respect to Eligible Purchases from a Participating Retailer of which the Immediate family member is not employed.

**Immediate family** means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, defacto 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 Competition commences at 9:00am on 3 March 2025 and closes at 11:59pm on 30 March 2025 (Competition Period).

The Promoter may extend the Competition Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be posted on the Participating Centre's website. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.

5. The participating Lendlease centres are Darling Quarter, Darling Square, Sydney Place, and Victoria Cross. (**Participating Centre/s**).

### **PRIZES**

6. There will be one national major prize and instant prizes to be won for each participating centre, as per the below schedule (**Prize Schedule**).

National Major Prize Draw		
1 x \$1,000 transferred to the winner's financial institute		
Darling Quarter		
Instant Prizes	140 x \$20 Darling Quarter Gift Cards	
Darling Quarter Total Prize Pool: \$2,800		
Darling Square		
Instant Prizes	140 x \$20 Darling Square Gift Cards	
Darling Square Total Prize Pool: \$2,800		
Sydney Place		
Instant Prizes	140 x \$20 Sydney Place Gift Cards	

Sydney Place Total Prize Pool: \$2,800		
Victoria Cross		
Instant Prizes	140 x \$20 Victoria Cross Gift Cards	
Victoria Cross Total Prize Pool: \$2,800		

7. The total prize pool is valued at **\$12,200** 

## HOW TO ENTER

- 8. Entrants must spend a minimum of \$15 at any Participating Retailer (refer to Annexure A) in the Participating Centre (**Eligible Purchases**) and upload a copy of the receipt to the competition entry form via the Participating Centre's website.
- 9. Receipts cannot be accumulated to meet the minimum spend of \$15.
- 10. Receipts submitted for entry into the promotion must be dated within the Competition Period. Entrants can enter multiple times, but receipts are only permitted to be entered once. Once a receipt has been entered, no balance amount or part thereof can be used for future redemptions. Entrants must retain their original purchase receipt(s) as proof of purchase.
- 11. The entry form must be completed and submitted during the Competition Period to be entered in the major prize draw and to reveal if an instant prize winner.
- 12. 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 on the entry form for the Competition;
- (c) by the method specified on the entry form for the Competition; and
- (d) relying on an entry form validated within the Competition Period.

# PARTICIPATING RETAILERS

13. Participating Retailers for each centre for this Competition are set out in Annexure A (**Participating Retailer**). Bill payments such as the payment of credit card bills, bank transactions, bank fees and charges, insurance premium payments, Private health premium payments, and service bills (such as gas, electricity, rates and phone bills) are not accepted as part of this Promotion. Receipts from the purchase of gift vouchers, lottery products, alcohol, prescriptions, medication, medical appointments, dental appointments, or tobacco products are not accepted.

### PRIZE MECHANICS

### Major Prize Draw

- 14. All entries from all participating centres entered during the Competition Period will be entered into the Major Prize Draw.
- 15. The first eligible entry that is drawn will win the Major Prize.
- 16. The Promoter's decision on an eligible entry is final and no correspondence will be entered into.

### Instant Prizes

17. All entries from each participating centre entered during the Competition Period will be in for a chance to win an instant prize.

### PRIZE DRAW

- 18. The Major Prize Draw will take place on 1 April 2025 at Lendlease's Head Office in Sydney, Australia. The winner will be notified via phone and email by within 2 days of the draws. The result will be posted on Participating Centre's websites within 5 days of the draws and will remain on the websites for 1 month.
- 19. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
- 20. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.
- 21. By entering into the Competition the Participant is deemed to have accepted these terms and conditions.

- 22. The Promoter reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Competition. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
- 23. 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.
- 24. 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.
- 25. The Promoter may conduct such further draws if, despite using all reasonable efforts, the original winners cannot be contacted, at the same place as the original draws as is necessary at Lendlease's Head Office in Sydney, Australia 1 month after the relevant draw date in order to distribute any unclaimed Prize.
- 26. 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.
- 27. 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 on Participating Centre's website;
- (b) promptly destroy all entries received; and
- (c) not use the personal information that any Participant has provided on the entry form.
- 28. 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.
- 29. 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.
- 30. The Competition is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. The Participant irrevocably releases Facebook & Instagram from any liability arising out of or in connection with this Competition.

### **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 Participating Centre. 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.

We may disclose your personal information to other Lendlease Group entities, or a third-party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy.

Our Privacy Policies can be found on our websites, <u>http://www.lendlease.com/au/privacy/</u> and https://darlingquarter.com/privacy-policy/. Our Privacy Policies 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 the Participating Centre.

Authorised under NSW TP/04176

Participating Retailers include those listed below as well as eligible pop up and casual leasing stores operating within the Participating Centres during the Competition Period.

#### **Darling Quarter**

Braza Churrascaria, Café Alma, Chatime, Darling Pavilion, Doodee King, Dopa Donburi & Dessert, Gelatissimo, Haven Speciality Coffee, Ichoume, Kurtsoh, McDonalds, MuMian Dining, Noodle Face, St Dreux, Vesta Italian.

#### **Darling Square**

15cenchi, 789 Korean BBQ, Auvers Café, Batch Brewing Co., Bengong Bakery, Blue Works, Body Haven, Bubble Nini, Bubu Diner & Bar, Chicken Number 5, Cinnabon, Dapur Sate, Dopa Donburi & Dessert, Edition Roasters, Fishbowl, Five Beauty Nail Salon, Fortune Alley, FREO Frozen Atelier, Gelato Messina, Go Vita, Golden Century BBQ, Haidilao Hot Pot, Hakatamon Ramen, Haven Café, Hello Auntie, Holy Basil, Hulu Hulu, IIKO Mazesoba, Robata Hiroba Irori, Kao Kao, KUKI Soft Serve & Cookies, Kuon Omakase, Kurtosh, Kwang Jang Pocha, La Cosmetique, Lermont Skin Clinic, Lillianna Home & Gifts, Lilong by Taste of Shanghai, machi machi, Marrickville Pork Roll, McDonald's, Meet Fresh, Men's Culture Barber, My Spec, Nakano Darling, Pancakes on the Rocks, Planet Pop World, Puppuccino, Shortstop, Spago, Starbucks, SUG Patisserie, Sushi Sei by Kuon, Sushia, Tan Viet Noodle House, The Brothers Café, Thirteen Feet Tattoo, Toastiesmith, Toby's Estate, Uliveto, Ume Burger, Wingboy, Xing Fu Tang, XOPP by Golden Century, Yakiniku Shin.

#### Sydney Place

Bar Besuto, Bourke & Ward, Burger Point, California Nails, Dopa by Devon, Eat Fuh, Jacksons on George, Kingswood Coffee, Kosta's Takeaway, Lode Pies & Pastries, Malay Chinese Noodle Bar, Matkim, Mens Culture, Open Sesame, Sil Bi Jip (Korean pocha), Sushi Yuzen, The Associate, Thirteen Feet Tattoo, Toastiesmith, Toby's Estate Coffee, Yasaka Ramen

#### Victoria Cross

Doodee King, Dopa Donburi and Dessert, Koji Grill + Dumplings, machi machi, Marrickville Pork Roll, Mary's, McDonald's, Nails Avenue, North Sandwiches, Only Coffee Project Rose & Co, Top Impressions Bakery, Torotoro Ramen + Tempura, Two Good Café.