



TERMS AND CONDITIONS

Please read these terms and conditions carefully. If you enter one of our competitions, we will assume that you have read these rules and that you agree to them.

These standard competition rules apply to all Participants in any Horizontal Investments Pty Ltd as Trustee for Helensvale Plaza (The Company) competitions, conducted both in-Centre and online. The rules may be amended or varied from time to time by the company at its absolute discretion. Special rules may apply to particular competitions, in which case an addendum to these rules will be made and published for that competition. Please enquire at our offices for any special rules.

By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to

- (i) entrant's participation in the competition, or
- (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

By entering and participating, entrant agrees to hold harmless, defend and indemnify Horizontal Investments Pty Ltd as Trustee for Helensvale Plaza (The Company) from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to

- (i) entrant's participation in the competition, or
- (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

1. All prizes, unless otherwise specified, must be collected from the Helensvale Plaza Centre Management Office at 12 Sir John Overall Drive, Helensvale, Queensland within 30 days of winning. The Company will make every attempt to contact winners to ensure collection of their prize within the 30 day period. Prizes not collected within the period will be treated as forfeited, and will be dealt with in accordance with the requirements of the Qld Office of Gaming Regulation.
2. All prizes must be claimed in person, unless otherwise determined by The Company. Formal Identification is required (photographic ID such as valid driver's licence, proof of age card or passport).
3. A person is ineligible to enter, participate in any competition and/or win a prize if:
 - a. They are an employee or a member of the immediate family of an employee of The Company or their advertising agencies or a sponsor of, or associated with the contest.

- b. They are a retailer or employee of a retailer within Helensvale Plaza.
- c. They have previously won a prize/prizes individually or collectively from The Company as part of the same competition in the last 30 days.
- d. They are discovered to have used or attempted to use any more than one name in order to qualify to win prizes from The Company.
4. All contestants acknowledge that The Company can rely on Rule 3 even if the company only learns of a person's ineligibility after the company has appeared to award the prize to the ineligible person. Return of the prize or payment of its value to The Company can be required by the company if this occurs.
5. All contestants must reside in Queensland.
6. A copy of these standard competition rules must be signed and endorsed by any winner upon request by The Company.
7. All prizes are accepted entirely at the risk of the winner. The Company is not liable for defective prizes or any claims arising from the use or misuse of any prize. The Company expressly excludes liability for any representations, warranties and conditions in connection with any prize to the extent permitted by law including those as to the prize's value, benefit, merchantability and fitness for purpose.
8. The Company, its agencies, affiliates, sponsors and representatives are not liable for any loss to any person arising out of or in connection with or resulting from any contest promoted by The Company or prize collected by any person.
9. Participants agree that competition entries and material submitted by any person in connection with any competition (whether in writing, audio or visual form, or a combination of those) becomes the property of The Company which may use the material in any way it sees fit in any medium or any publication. Participants agree that copyright in any such material is assigned to The Company.
10. All prizes are non-transferable and may not be redeemed for cash or any other value in kind.
11. Winners understand and agree that they are liable for any tax or taxes incurred on prizes awarded or received.
12. In relation to participation in any activity:
 - a. Participants agree to release and indemnify The Company and its employees and agents in respect of any claims for any accident, injury, property damage or loss of life in connection with participation in any contest, activity or event promoted by The Company or prize collected from The Company;
 - b. The participant may, at the option of The Company, be required to sign a form of indemnity required by The Company as a pre-condition of participation;
 - c. If a participant is under the age of 18, their parent/guardian will need to sign an indemnity and consent to the participation in the competition/activity/event.
13. If the specified prize becomes unavailable due to unforeseen circumstances, the company may in its absolute discretion substitute a prize of like or equal value.
14. The Company accepts no responsibility for and shall not be liable if the competition and/or prize involves the winner attending any function or event as described in the competition in the event of the cancellation of that function or event or any other changes to the function or event.
15. A winner must make him or herself available for a photo session if required and acknowledges that The Company has the right to use the publicity photos/film/videos in any reasonable manner it sees fit.

16. The Company may publicise, broadcast, publish or otherwise disclose a winner's name or any recording of the winner's voice in advertising or promotion concerning winning to the contest.
17. The Company may utilise any information provided by participants in any competition(s) in any database for The Company's use at its absolute discretion.
18. Should a participant fail to comply with these Terms and Conditions or engage in any unlawful or improper conduct to the detriment of the competition or The Company, its employees or agents or any other person, The Company may, in its absolute discretion, disqualify that person from participation in the competition.

The Company's decision is final and no correspondence will be entered into. Any failure by The Company to enforce any of these rules in any instance(s) will not give rise to any claim by any other person.