

January School Holidays 2022 – Beach Towel Giveaway Terms and Conditions

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**). Contact number is 1800 233 066.
2. The Promotion commences and free beach towels are available from 10.00am on Tuesday 18 January 2022 until the earlier of on 2.00pm on Saturday 22 January 2022 (**Promotion Period**) with a maximum of 125 free gifts available per day during the Promotion Period. There will be a registry of all free gifts claimed at the school holiday workshops located ground floor, at Centre Court.
3. The 'free gift' is a Sunshine Plaza branded Beach Towel (**Free Gift**).
4. To enter the Participant must attend the school holiday workshops with a dependent child during the Promotion Period. If the Participant is under the age of 18 years, the Participant's parent or guardian must accompany the Participant in order to collect the Prize and the Prize will be awarded to the winner's parent or guardian.
5. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion:
 - (a) within the Promotion Period;
 - (b) in the strict manner specified on the entry form for the Promotion;
 - (c) by the method specified on the entry form for the Promotion; and
 - (d) relying on a receipt dated within the Promotion Period.
6. Only one Free Gift is permitted to be collected by a Participant's parent on any one day during the Promotion Period. One gift per child attending workshops.
7. The Free Gift is not redeemable for cash.
8. The Free Gift is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
9. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Free Gifts once they are claimed.
10. The Promoter reserves the right to refuse this offer to any person and reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Free Gift in whole and no substitute will be offered.
11. 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 Promotion or any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
12. As a condition of accepting a Free Gift, the winner (or the winner's parent or guardian), and any other person(s) sharing the Free Gift 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 gift to the extent the Free Gift is or includes a recreational service or activity.
13. The Promoter may cancel the Promotion and not award the Free Gift(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Free Gift(s). Should the Promoter cancel the Promotion the Promoter will:
 - (a) advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at on sunshineplaza.com
 - (b) promptly destroy all entries received; and
 - (c) not use the personal information that any Participant has provided on the entry form.
14. All gifts are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any gift with a gift of equal or greater value (including where the gift is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift 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 gift and/or any element of the gift as stated.
15. 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 a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion 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.

16. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. The Participant irrevocably releases Facebook from any liability arising out of or in connection with this Promotion.