

## JANUARY SCHOOL HOLIDAY'S 2022 HOLE IN ONE PRIZE GIVEAWAY– TERMS & CONDITIONS

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### 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. Only children aged 16 years and younger, accompanied by a parent or guardian (**Participant**) are eligible for the promotion.
3. The following person(s) are ineligible to enter the Competition:
  - (a) employees of:
    - (i) any retailer within Sunshine Plaza;
    - (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 at paragraph 3a.

**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 Promotion commences and Free Gifts are available from 10:00am on Tuesday 11 January 2022 until Saturday 15 January of 2:00pm or until stock allocation has been exhausted. There is total of 130 free gifts with a maximum of number of gifts available per day during the Promotion Period:
  - (a) Tuesday 11 January 30 x Classic Brownie from I Heart Brownies.
  - (b) Wednesday 12 January 30 x Small Froyo from Jaco's Froyo & Acai.
  - (c) Thursday 13 January 20 x Marker Pack and \$20 store voucher from Smiggle.
  - (d) Friday 14 January 30 x Small Ice-Cream Scoop from House of Gelato.
  - (e) Saturday 15 January 20 x Magic Beach Book and \$20 store voucher from Harry Hartog.

Once I Create Studio staff has handed out the designated number of gifts for each day, the promotion will end (**Promotion Period**).
5. The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on [www.sunshineplaza.com](http://www.sunshineplaza.com). References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
6. The 'Free Gift' (**Free Gift**) is:
  - (a) 1 of 30 Classic Brownies from I Heart Brownies.
  - (b) 1 of 30 Small Froyo from Jaco's Froyo & Acai.
  - (c) 1 of 20 Marker Pack and \$20 store voucher from Smiggle.
  - (d) 1 of 30 Small Ice-Cream Scoop from House of Gelato.
  - (e) 1 of 30 Magic Beach Book and \$20 store voucher from Harry Hartog.
7. To enter the participant must score a hole in 1 at the designated mini golf course throughout the promotion period. The hole in one must be witnessed by I Create Studio staff at the designated course.
8. 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 in paragraph 7.
9. Only one Free Gift is permitted to be collected by a Participant during the Promotion Period.
10. The Free Gifts from
11. The Free Gift is not redeemable for cash.
12. The Free Gift is personal to the participant. It cannot be transferred, exchanged or otherwise dealt with.

13. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Free Gifts once they are claimed.
14. The Promoter reserves the right to refuse this offer to any person and reserves the right to request Participants to provide proof of age and identity and eligibility to participate in the Promotion. In the event that a participant cannot provide suitable proof, the participant will forfeit the Free Gift in whole and no substitute will be offered.
15. 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.
16. As a condition of accepting a Free Gift, the participant (or the participant's parent or guardian), and any other person(s) sharing the Free Gift with the participant, 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.
17. 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 [www.sunshineplaza.com](http://www.sunshineplaza.com);
  - (b) promptly destroy all entries received; and
  - (c) not use the personal information that any Participant has provided on the entry form.
18. All gifts are accepted entirely at the risk of the Participant, 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.
19. 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.
20. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. The Participant irrevocably releases Facebook and Instagram from any liability arising out of or in connection with this Promotion.