Terms and Conditions including the Privacy Statement

Terms and Conditions

- The Promoter is Lendlease Property Management (Australia) Pty Limited ABN 61 002 894 153, a division of Lendlease Corporation Limited ABN 32 000 226 228 with its registered office at Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (Lendlease). Permit Number LTPS/18/22595, NSW
- 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) any retailer within The Streets of Barangaroo
 - (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 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 Competition commences at 12:00pm on Thursday 8 March, 2018 and closes at 11:59pm on Thursday 29 March, 2018 (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 http://thestreetsofbarangaoro.com. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
- 5. The prize is 'The Ultimate Barangaroo House Experience' for two (2) people (**Prize**). This includes a Champagne tasting at Smoke Rooftop, a meet & greet with Head Chef Cory Campbell, a 'Chef's Table' dinner for two at Bea Restaurant, and paired wines to accompany your meal. The value of the prize is \$512.00 and the total prize pool is valued at \$512.00.
- 6. To enter you must either complete 'The Ultimate Barangaroo House Experience' form during the competition period:
 - (a) at http://marketing.thestreetsofbarangaroo.com/BarangarooHouse;
 - (b) on Facebook, promoted by The Streets of Barangaroo Facebook account; OR
 - (c) on the Concrete Playground website https://concreteplayground.com, promoted via Facebook, email, and Instagram
- 7. 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 and in these terms and conditions; and
 - (c) by the method specified on the entry form for the Competition.
- 8. A Participant may only submit one entry form during the Competition Period.
- 9. The first correct and eligible entry drawn will win a Prize.
- 10. The Promoter's decision on an eligible entry is final and no correspondence will be entered into.
- 11. The draw will take place at 12:00pm on Tuesday 3 April at The Streets of Barangaroo Centre Management Office. Winners will be notified via email within two days of the draw. The results will be posted on http://thestreetsofbarangaroo.com/competitions within 2 days of the draw for 1 month.
- 12. The Prize is not redeemable for cash.
- 13. The Prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
- 14. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Prizes once they are claimed.

- 15. By entering into the Competition the Participant is deemed to have accepted these terms and conditions.
- 16. 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.
- 17. Prizes must be claimed via return email by 29 June 2018.
- 18. 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.
- 19. 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.
- 20. The Promoter may conduct such further draws if, despite using all reasonable efforts, the original winner cannot be contacted, at the same place as the original draw as is necessary at 12:00pm on Friday 29 June in order to distribute any unclaimed Prize.
- 21. 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.
- 22. 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 http://thestreetsofbarangaroo.com/competitions;
 - (b) promptly destroy all entries received; and
 - (c) not use the personal information that any Participant has provided on the entry form.
- 23. 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.
- 24. 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.
- 25. Lendlease is the Promoter only. Barangaroo House (Solotel) is the supplier of the Prize to the winner, and the terms and conditions of Barangaroo House (Solotel) apply to the supply of the Prize. By entering the competition, you agree to provide your personal information for the purposes of sending you information about Barangaroo House and other Solotel venues. By signing up, you consent to the collection, use and disclosure of your personal information as described above.

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The personal information you have provided to us by completing this entry form may be used for the purpose of administering the Promotion, to contact you if you are the winner of the Promotion,

advising the public of the winner of the Promotion and, unless you opt out on the entry form or by contacting us, communicating with you on an ongoing basis for market research or with information on any products or services you may be interested in from The Streets of Barangaroo This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you may not enter the Promotion.

From time to time this information may be used by and disclosed to our service providers (such as mail houses, delivery companies, market research) or our related companies. The use and disclosure of this information will be subject to the restrictions imposed on us by the Privacy Act 1988.

copy of our Privacy Policy can be found through our Website https://www.thestreetsofbarangaroo.com/privacy-policy If you would like a copy of our Privacy Statement forwarded to you, please contact the Privacy Officer at privacy@lendlease.com or call 1800 233 066. The Privacy Policy contains further details about the personal information we collect, what we do with it, where we send it and your privacy rights including accessing and correcting your personal information and raising any concerns.

The managers of The Streets of Barangaroo and the operating entities which are listed at www.lendlease.com are referred to in this Privacy Statement as "we", "our" and "us".