# Stockland Merrylands Super Sale Bonus \$30 Gift Card (GWP) Terms and Conditions

SCHEDULE	
Promotion	Stockland Merrylands Super Sale Bonus \$30 Gift Card (GWP) Terms and Conditions
Promoter	Stockland Corporation Pty Limited
	ABN 43 000 181 733Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000
Permit(s) obtained for the GWP	N/A
Participating Retailers	All Stockland Merrylands retailers excluding supermarkets and temporary pop-up stores.
Participation – residency restriction	Promotion is only available to residents of NSW
Participation – age restriction	Promotion is only available to persons over 18 years of age
Promotional Period	This promotion will run across two days - Friday, 29 November and Saturday, 30 November 2024.
Incentive - Description	240 x \$30 Stockland Gift Cards in total.
	120 x \$30 Stockland Gift Cards will be available on each day of the Promotional Period. Gift cards will be redeemed by eligible participants on a 'first come, first served' basis.
	Once the allocated quota of Gift Cards has been redeemed, no more gift cards will be available for that day of the Promotional Period.
	The gift cards are issued subject to terms and conditions, which can be viewed <a href="https://example.com/html/&gt;here">here</a> .
	The gift card expires on the date that is 36 months from the date of issue. The gift card cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card, or for any card faults or defects or if the Participant is unable to use the gift card for any reason including if the gift card is damaged or lost.
Collection of Incentive	To be eligible to receive an Incentive, a participant must, during the Promotional Period:
	(1) make 'in store' purchase(s) totalling \$100 or more at Participating Retailer(s) at Stockland Merrylands during the Promotional Period; and provide proof of eligibility by presenting a maximum of four receipt/s issued by the Participating Retailer/s, together totalling \$100 or more, to the redemption desk located on level 1 opposite Spendless Shoes

	between the hours of 10:30am – 2:00pm on Friday 29 November 2024 or 10.30am – 2.00pm on Saturday 30 November 2024.
Where to redeem the Incentive	To redeem their incentive, Participants must visit the redemption desk between the hours 10:30am – 2:00pm on each day of the Promotional Period.
	The redemption desk located on level 1, outside Spendless Shoes.
Are multiple redemptions permitted?	No, participants are only eligible for one gift card, per day.
Total number of Incentive(s)	There are two hundred and forty (240) gift cards available (120 gift cards available per day, across the two-day Promotional Period). Once the allocated quota has been redeemed per day, no more gift cards will be available, on that day.
Value of Incentive(s)	\$7,200 AUD total value.

### Participants should pay particular attention to:

- any unusual or onerous restrictions on the method of participation, if any (see the "How to participate" section of the Schedule and Part D of these terms and conditions); and
- the Promoter's limitation of liability (see Part G of these terms and conditions).

# **PART A - INTRODUCTION**

- 1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
- 2. By participating in the Promotion, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
- 3. Participants must comply with these terms and conditions to participate in the Promotion.
- 4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

# PART B - PRIVACY AND COLLECTION NOTICE

- 5. The Promoter will collect and use each participant's personal information for the purposes of:
  - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
  - (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
- 6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
- 7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <a href="https://www.stockland.com.au/privacy-policy">https://www.stockland.com.au/privacy-policy</a>.

### PART C - WHO CAN PARTICIPATE IN THE PROMOTION

- 8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Incentive will be provided to the participant's parent or legal guardian.
- 9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to participate. Immediate families mean spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
- 10. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

# PART D - HOW TO PARTICIPATE IN THE PROMOTION

- 11. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
- 12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- 13. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
  - (b) breached any of these terms and conditions; and/or
  - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
- 14. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
- 15. The Promoter accepts no responsibility for late, lost or misdirected communications.
- 16. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate, or suspend the Promotion.
- 17. If participation in the Promotion requires access to Facebook, participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
- 18. If participation in the Promotion requires access to Instagram, participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not

necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

### **PART E - INCENTIVES**

- 19. Each Incentive is not transferrable, exchangeable or redeemable for cash
- 20. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations, or directions from a regulatory authority.
- 21. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
- 22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
- 23. The participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.

### PART F - RECEIVING THE INCENTIVE

- 24. Each eligible participant during the Promotional Period will receive an Incentive while stocks last. Once the allocated quota has been redeemed per day, no more Incentives can be redeemed on that day.
- 25. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
- 26. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
- 27. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
- 28. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed, and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
- 29. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

# **PART G - NO LIABILITY**

- 30. Any Incentive supplied by a third-party supplier is subject to the terms and conditions of that third party supplier.
- 31. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

- 32. If participation in the Promotion is via Facebook or if the Promotion is promoted on Facebook, the Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook and each participant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:
  - (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network.
- 33. If participation in the Promotion is via Instagram or if the Promotion is promoted on Instagram, the Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram and each participant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:
  - (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network.

# **PART H - TERMINATION OF PROMOTION**

34. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.