

LETTERS TO PERTH CAMPAIGN  
\$1000 DONATION COMPETITION - TERMS AND CONDITIONS

1. Information on how to enter and the prizes, form part of these Terms and Conditions. Participation in the Wesley Quarter – WIN A \$1000 FOR YOUR CHARITY AT WESLEY QUARTER promotion (“Promotion”) is deemed acceptance of these Terms and Conditions.
2. This Promotion is open to all Western Australia residents aged 18+. By entering, each entrant agrees to receive offers and promotions from Wesley Quarter and the Promoter.
3. Employees (and their immediate family and/or those living in the same household) of the Promoter, Wesley Quarter and their respective affiliates, subsidiaries, agencies and suppliers associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1st cousin.
4. The promotion commences at 12.00AM AWST on 2 December 2019 and ends at 11.59PM AWST on 9 January 2020. (“Promotion Period”).
5. To enter, individuals must meet the following criteria during the Promotion Period:
  - Enter their details (first/last name and valid email address) into the competition entry form located on the Wesley Quarter website;
  - Write your letter to Perth into the entry form located on the Wesley Quarter website;
  - For entries to be deemed valid, entrant must agree to be emailed, automatically signing the entrant up to the Wesley Quarter database to receive monthly newsletters and offers from Wesley Quarter.
6. One (1) person will be selected based on the best letter to Perth for the Major Prize. The Promoter may select an additional reserve entry, in case of an invalid entry or ineligible entrant.
7. The Promoter’s decision is final, and no correspondence will be entered into.
8. The Major Prize includes: a \$1,000 donation to the winner’s charity of choice.
9. The Major Prize conditions:
  - A representative from Assembly + Co (the promoter for Wesley Quarter) will contact the winner within seven (7) days of the competition end date, outlined in clause 4.
  - The winner must contact Assembly + Co within two (2) days, with their chosen charity.
  - The chosen charity must be a legitimate Perth based, non-for-profit.
  - Assembly & Co will make the \$1,000 Major Prize donation, on behalf of the winner from Wesley Quarter.
  - The Major Prize can only be claimed as a donation, winning the Major Prize does not entitle any part of the Major Prize to be given to the winner.
10. The winner will be notified in seven (7) days via email by Assembly + Co following the conclusion of the competition at 11.59PM, 9 January 2020. The winner has until

5.00PM 17 January 2020 to submit their chosen charity for the Major Prize to be donated.

11. If the winner does not acknowledge acceptance of their Major Prize donation, the prize will be forfeited, and another winner selected.
12. The winner's contact details will be provided to Wesley Quarter who will provide offers and promotions to. Wesley Quarter will handle the winner's personal information in accordance with the Privacy Act 1988 (Cth).
13. The Promoter and Wesley Quarter reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
14. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. If a winner of a prize is under the age of 18 years, the prize will be forfeited by that entrant, and the next best entry will be awarded.
16. The Major Prize is for donation purposes only and cannot be taken as cash by the winner.
17. In the event of war, terrorism, state of emergency or disaster, the Promoter and/or Wesley Quarter reserve the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
18. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Wesley Quarter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display any social media content they produce for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
19. Entrants agree to have their email address added to the Promoter's and Wesley Quarter's email lists.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter and/or Wesley Quarter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law and Fair Trading Act 2012 (Vic), as well as any other implied warranties under the ASIC Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Wesley Quarter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a prize.
23. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct personal information to the Promoter.
24. The Promoter is Assembly & Co Pty Ltd (ABN 28 609 745 244), Level 2, 72 St George's Terrace Perth WA 6000.
25. "Wesley Quarter" means Wesley Quarter, managed by Lease Equity Pty Ltd, owned by Uniting Church in Australia Property Trust (WA).