

WESLEY QUARTER - \$2000 SHOPPING SPREE PROMOTION
TERMS & CONDITIONS

Background to Promotion

1. Wesley Quarter precinct, located at Wesley Quarter, 93 William Street, bounded by Hay, William & Murray Streets, Perth, WA, 6000 (**Wesley Quarter**), is managed by Lease Equity Pty Ltd, owned by Uniting Church in Australia Property Trust (WA) ABN 93 351 192 498 (**The Uniting Church in the City**).
2. Assembly & Co Pty Ltd (ABN 28 609 745 244) (**Promotor**) is the promoter of the \$2000 Shopping Spree Promotion (**Promotion**), which comprises of:
 - a. a competition to win a \$2000 shopping spree prize (**Prize Competition**).
3. The Promotion is open for a limited time. The Promotion commences at 9:00AM AWST on Tuesday 27 April 2021 and ends at 5.00PM AWST on Tuesday 1 June 2021 (**Promotional Period**). All references to time in these terms and conditions are a reference to local time in Western Australia.
4. The following terms and conditions apply to the Promotion. Participation in the Promotion is deemed acceptance of these terms and conditions. A reference to the Uniting Church, Lease Equity or the Promotor in these terms and conditions includes, where appropriate, the Uniting Church, Lease Equity or the Promotor's employees, officers, volunteers, agents and contractors.

Promotion Terms and Conditions

Eligibility to enter the Prize Competition

5. Entry to the Prize Competition Promotion is open to all natural persons acting on their own behalf who are Western Australian residents (**Eligible Entrants**).
6. The Prize Competition Promotion is not open to:
 - a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons; or
 - b. directors, management, employees and agents of Lease Equity Pty Ltd, Uniting Church or the Promotor (and any of Lease Equity and/or Uniting

Church's Related Bodies Corporate' as defined in the Corporations Act 2001 (Cth)) or of the Promotor, and their immediate families.

7. The Eligible Prize Competition Entrant will be deemed to be the person who submits an entry. If there is a dispute as to the identity of an Eligible Prize Competition Entrant, the Promotor reserves the right, in its sole discretion, to determine the identity of the Eligible Prize Competition Entrant (including an Eligible Prize Competition Entrant's identity, age and place of residence).
8. In order to enter the Prize Competition, the Eligible Prize Competition Entrant must:

visit the Wesley Quarter website (wesleyquarter.com.au) and enter their personal details including the entrant's full name, email address, postal address, age and phone number;
9. Eligible Prize Competition Entrants may only submit one entry, per person.
10. The Promotor reserves the right to remove or disqualify an Eligible Prize Competition Entrant or their entry from the Prize Competition if the Promotor, in its absolute discretion, deems that the entry or the Eligible Prize Competition Entrant's continued involvement in the Prize Competition will (in any way) negatively impact on the success of the Prize Competition and/or negatively influence the general purpose of the Prize Competition. No correspondence will be entered into.

Drawing of winners

11. There will only be one winner of the Prize Competition which will be drawn at random at 12:00PM on Friday, 4 June 2021 by an authorised person of the Promotor (**Draw**). The Promoter will also select an additional reserve entry, in case an invalid or ineligible entrant is selected, or in the event that the Prize is not claimed.
12. The Promotor will notify the winner of the Prize Competition within 1 business day of the Draw by email on the email address they nominated in their competition entry on the Wesley Quarter website (**Winner's Email**).

13. The Promoter, nor Lease Equity Pty Ltd, or the Uniting Church accept liability for any loss or damage to prizes that have been posted to the Entrant, due to any reason beyond the reasonable control of the Promoter.
14. Should the Entrant not receive their prize, it is not under the responsibility of the Promoter, nor Lease Equity Pty Ltd, or the Uniting Church to issue another prize.
15. To claim the Prize, the winner must show the Winner's Email, together with personal identification, to a Promotor representative at Level 2 Trinity Arcade, 72 St Georges Terrace. There are no costs of, or associated with, claiming the Prize by the winner.
16. If the winner does not claim the Prize by 5:00pm on Friday 11 June 2021, the Promotor will deem the winner to be no longer eligible to receive the Prize. In that event, the Promotor will notify the reserve entry that they are the winner of the Prize on Monday 14 June 2021, by email on the email address the reserve entry winner nominated in their competition entry on the Wesley Quarter website.
17. If the reserve entry winner does not claim the Prize by 5:00pm on Monday 21 June 2021, the Promotor will deem the reserve entry winner no longer eligible to receive the Prize.
18. The Prize must be redeemed at Wesley Quarter prior to 25 June 2021.

Prize

19. The winner will receive the prize. The **Prize** includes:
 - 1 x \$2000 shopping spree, to be redeemed from Wesley Quarter retailers, 93 William Street, Bounded by Hay, William & Murray Streets, Perth, WA, 6000
 - The winner is to select up to four (4) Wesley Quarter retailers to shop at and select an amount to spend at each, totaling \$2000 across all retailers selected.
 - The winner must contact a representative from Assembly + Co (the promoter for Wesley Quarter) within two (2) days of accepting their Prize, with the stores and amounts decided and opt to receive gift cards from the specified retailers.

- Assembly + Co will then make the transaction of gift cards on behalf of the winner which the retailer will be required to collect.

20. The Prize may be subject to specific terms and conditions as required by the issuer or supplier of the Prize.
21. The Prize is non-transferrable, non-refundable and cannot be exchanged for cash. All travel, transfers and any other extras not stated in the Prize description in clause 18 are the sole responsibility of the winner of the Prize.
22. All taxes which may be payable as a consequence of receiving or participating in the Prize Competition or receiving the Prize are the sole responsibility of the Eligible Prize Competition Entrant.
23. If the Prize or any element of the Prize becomes unavailable for reasons beyond the Promotor's control, then the Uniting Church and the Promotor may substitute a prize or element of a prize of equal or greater value at the Uniting Church and the Promotor's sole discretion, subject to any written directions from any relevant authorities. The winner of the Prize will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
24. Eligible Prize Competition Entrants forfeit all rights to receiving the Prize or participate in the Prize Competition if an Eligible Prize Competition Entrant does not comply with any of these terms and conditions.

Further Terms and Conditions of the Promotion

The following additional terms and conditions also apply to the Promotion:

25. Each person participates in the Promotion at their own risk.
26. The Promotor's decisions in relation to all aspects of this Promotion are final and binding on all who enter, and no correspondence will be entered into.

27. As a condition of participating in this Promotion, each participating individual licenses and grants the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church, 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. Participating individuals agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
28. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Promotion or any part of the Promotion.
29. 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, Lease Equity Pty Ltd, and/or the Uniting Church, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, in their sole discretion, to the fullest extent permitted by law:
- a. to disqualify any participant; or
 - b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
30. In addition to clauses 27 and 28, the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right to cancel, terminate, modify or suspend the Promotion at their discretion.
31. The Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, in their sole discretion, to disqualify any individual who the Promoter, Lease Equity Pty Ltd, and/ or the Uniting Church have 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 jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion.

32. Failure by the Promotor, Lease Equity Pty Ltd, and/or the Uniting Church to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
33. To the extent permitted by law, neither Lease Equity Pty Ltd, and/or the Uniting Church nor the Promotor are liable to Eligible Entrants for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the entrant's participation in the Promotion even if Lease Equity Pty Ltd, and/or the Uniting Church or the Promotor have been advised of the possibility of such loss or damages.
34. Without limiting clause 35, neither Lease Equity Pty Ltd, and/or the Uniting Church nor the Promotor are liable for:
- a. any entry or claim for prizes that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promotor) including because of any failure in telecommunications equipment or service;
 - b. any financial, legal or tax liability that may arise from participation in the Promotion;
 - c. any defect or technical problem associated with the Redeemable Gift Cards or other Prizes.
35. These terms and conditions are governed by the laws of Western Australia.

Privacy Collection Statement

36. Promoter's Privacy Collection Statement

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, service/product suppliers and, as required, to Australian regulatory authorities. Participation 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

