

Willows Shopping Centre
Major Prize Promotion Terms and Conditions
House and Land Giveaway (Value: \$315,000)

TERMS & CONDITIONS

1. Information on how to enter and the prize details form part of these Terms and Conditions. Entry into the House and Land Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions. Entries not in accordance with these Terms and Conditions are deemed ineligible.
2. The Promoter is DEXUS Wholesale Property Limited, as responsible entity of DEXUS Wholesale Property Fund of c/- Willows Shopping Centre, Cnr Thuringowa Drive and Hervey Range Road, Thuringowa Qld 4817.
3. The Promotion is open to all residents of Australia. Directors, management, retailers and employees of the Promoter, its related company's suppliers and agencies associated with the Promotion (including, without limitation, Knight Frank, Defence Housing Australia and Fresh Homes), and the immediate families of those persons are ineligible to enter.
4. The Promotion commences at 9.00am (AEST) on Saturday, 22 October 2016 and concludes at Thursday 10.15am (AEST) on Saturday, 18 March 2017 (**Promotional Period**).
5. To be eligible for entry, a participant must spend \$45.00 (excluding GST) or more in any single transaction or multiple transactions on a single day at any participating store at Willows Shopping Centre during the Promotional Period. All eligible entrants will be entitled to redeem one entry form, which provides three opportunities to enter the draw, for every \$45.00 (excluding GST) they spend from the Customer Service Desk (during core opening hours) located in the Target Forecourt. Proof-of-purchase receipts will be required.
6. To enter each eligible entrant must complete all required fields on the entry form. Each entry form will provide the eligible entrant with three opportunities to enter the draw, these being:
 - a. entry via the Target Forecourt Barrel – to be eligible for entry, the entrant must complete the relevant fields and tear off that part of the entry form which bears the Willows logo and place it in the barrel located in the Target Forecourt within Willows Shopping Centre during opening hours;
 - b. entry via the Fresh Homes Barrel located within Willows Shopping Centre – to be eligible for entry, the entrant must complete the relevant fields and tear off that part of the entry form which bears the Fresh Homes logo and place it in the barrel located within Willows Shopping Centre during opening hours; and
 - c. entry via the Bluewattle Sales Office Barrel – to be eligible for entry, the entrant must complete the relevant fields and tear off that part of the entry form which bears the Bluewattle logo and place it in the barrel located at Bluewattle Sales Office, 12 Bluewattle Boulevard during core business hours - Thursday to Sunday from 10.00am to 4.00pm (AEST).

Incomprehensible and incomplete entries will be deemed invalid. Any entries submitted in the incorrect barrel will be deemed invalid. For example, an entry bearing the Willows logo that is submitted in the Fresh Homes Barrel within the Willows Centre will be invalid.

7. The Promotion does not apply to any online sales.
8. All entries must be received between 9.00am (AEST) Saturday to 10.15am (AEST) Thursday each week to be in the weekly draw. The time of receipt of entry will in each case be the time the Eligible entrant drops the completed entry form into the competition barrel. Eligible entrants may enter the Promotion as many times as they like.
9. During the Promotional Period, each week on Thursday all entries will be collected from:
 - a. the Target Forecourt Barrel located in the Target Forecourt within Willows Shopping Centre at 9.00am (AEST)
 - b. the Bluewattle Sales Office Barrel located at the Bluewattle Sales Office, 12 Bluewattle Boulevard at 10.00am (AEST); and
 - c. the Fresh Homes Barrel located within Willows Shopping Centre at 10.15am (AEST).

Once collected all entries will be collated and placed in the weekly draw. The weekly draw will take place at 11.00am (AEST) in the Target Forecourt at Willows Shopping Centre (**Weekly Draw**). A representative of the Promotor, appointed by the Promoter, at the Promoter's discretion will randomly draw one entry from all entries received from the barrel. The winner of the Weekly Draw will be notified by telephone call at 11.15am and via email within two (2) business days of the Weekly Draw and advertised at www.willowsshoppingcentre.com.au. Prior to the Weekly Draw barrel being emptied, the draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

10. Once the Weekly Draw has been completed and the winner has been notified, the Weekly Draw barrels will be emptied so that no entries from the previously drawn week will form part of the following week's draw.
11. If any Weekly Draw is scheduled on a public holiday, the draw will be conducted on the following business day. Any references to times are approximate only and may be subject to change at the Promoter's discretion.
12. The Promoter reserves the right to request the winner to provide proof of identity and/or proof of residency at the nominated prize delivery address in order to claim the prize. Proof of identification and residency required for verification and appropriateness of the information is at the discretion of the Promoter. In the event that the winner cannot provide proof acceptable to the Promoter, the winner will (at the Promoter's discretion) forfeit the prize in whole and no substitute will be offered.
13. If the prize winner is under the age of 18 years, the prize will be awarded to the prize winner's parent or legal guardian on behalf of the prize winner. It is the responsibility of the prize winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of prize winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a prize winner's parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize

(including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the prize winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the prize winner and their respective parent/s and/or legal guardian/s.

14. Any foreign (as defined by the *Foreign Acquisitions and Takeovers Act 1975*) winners may require approval from the Australian Treasurer to receive the prize. The Promoter will assist in this process; however, the costs of any necessary application will be borne by the winner. If the application is unsuccessful, the Promoter will negotiate with the winner to provide a prize of equivalent value that does not breach the *Foreign Acquisitions and Takeovers Act 1975*.
15. The Promoter reserves the right to disqualify any eligible entrant who tampers with the entry process or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill, brand or reputation of the Promotion and/or Promoter. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Eligible entrants are responsible for ensuring that their contact details submitted to the Promoter are correct. Entrants will forfeit their right to claim the prize in the event that their contact details are inaccurate, wrong, incomplete or indecipherable. Should an eligible entrant's contact details change during the Promotional Period, it is the eligible entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
16. All winners of the Weekly Draw will be required to be in attendance at the Target Forecourt for the major prize draw (**Major Prize Draw**). The Major Prize Draw is to take place at 12.30pm (AEST) on Saturday, 18 March 2017. The winner of the prize will be the eligible entrant whose key successfully opens the door. Only one key will open the door. Members of the public are invited to the Major Prize Draw.
17. Each winner of the Weekly Draw will be provided with the key allocated to the week of the Weekly Draw. All winners of a key will be required to register their attendance at 11.00am (AEST) Saturday, 18 March 2017. Once all registrations have been confirmed the number of keys will be allocated in order of the week won. A representative of the Promoter, appointed by the Promoter, at the Promoter's discretion will undertake the random key allocation. 20 keys will be available to be distributed to the winners of the Weekly Draw during the Promotional Period.
18. If the winner of the Weekly Draw cannot attend the Major Prize Draw, the winner may appoint a representative over 18 years of age to attend the final draw provided that the winner gives the Promoter written, signed notice to that effect prior to 5.00pm (AEST), Thursday, 16 March 2017.
19. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters the Promotion and no correspondence will be entered into.
20. There is one prize to be awarded. The prize comprises of:

Address: 5 Lizzie Street, Rasmussen Qld 4815

Three bedroom, one bathroom, one garage residence on total land size of 250m², Stamp Duty, the Promoter's legal fees, and Titles Office registration fees for the transfer of the prize to the winner will be paid for by the Promoter. The prize winner must pay \$1.00 to the Promoter in consideration of the transfer of the home.

Total Value: \$315,000 including GST (assuming no stamp duty concession is claimed by the winner).

21. All rates, water, statutory charges and costs associated with maintaining the prize will be the responsibility of the winner from the day of handover of house keys or after 28 days from the day of the Major Prize Draw, whichever comes first (**Handover Date**). All rates/fees/charges for the period up to and including the Handover Date will be paid by the Promoter. The Promoter only accepts responsibility for warranty issues within 28 days of the Handover Date. The Promoter does not accept responsibility for general 'wear and tear', damage and requested changes due solely to preferences at any point after the Handover Date. The Promoter will use reasonable endeavours to ensure the prize is transferred to the winner as soon as possible following the day of the Major Prize Draw. The Promoter may require the winner to sign such documentation as the Promoter requires to enable the transfer of the prize into their name, including without limitation any documentation necessary to give effect to the continuation of the design guidelines associated with the prize.
22. Images used to portray the prize are for display purposes only and may not depict the exact prize in detail. The prize value is in Australian dollars and is the recommended retail value as provided at time of printing. The Promoter accepts no responsibility for any variation in the value of the prize between now and the ultimate redemption date.
23. Independent financial advice should be sought as tax and other implications may arise as a result of accepting the prize. It is recommended that eligible entrants obtain an independent property valuation and independent legal advice about the Promotion prior to entering the draw.
24. In the event that for whatever reason any prize is or becomes unavailable, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to the relevant state regulations. The prize must be taken as offered and cannot be varied, transferred, exchanged or redeemed for cash.
25. By entering this Promotion, the entrant consents to the Promoter's use of his or her personal details (including name, likeness, image and/or voice) for any marketing and advertising (in any form of media) that the Promoter may choose for an unlimited period without remuneration. The Promoter may require the winner from the promotion to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.
26. The Promoter reserves the right, at any time, to verify the validity of entries. The Promoter reserves the right to verify the eligible entrant's identity particulars (including but not limited to an entrant's identity, age and place of residence). Proof of identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter. Should an eligible entrant's contact details change during the Promotional Period, it is the entrant's

responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

27. The prize comprises the elements outlined in clause 20. Any and all ancillary costs associated with collection of the prize are solely the responsibility of the winner. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
28. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in the Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under state regulations.
29. Neither the Promoter, nor any of its related bodies corporate, contractors, officers, employees and agents, shall be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss), or for anything which affects the enjoyment of the prize in the case of the intervention of any outside act, agent or event including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism.
30. The Promoter accepts no responsibility for loss or damage to prize and the entrant accepts the prize in its '*as is where is*' condition on the day the prize is transferred into the prize winner's name. The Promoter makes no representations or warranties as to the quality/suitability of the prize. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner. Neither the Promoter, nor any of its related entities, officers, employees and agents, shall be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
31. Neither the Promoter, nor any of their associated agencies and companies assume any responsibility for any misdelivery, misplacement, loss, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and each of them reserve all rights to recover damages and/or other compensation as may be deemed appropriate.
32. If for any reason this Promotion is not capable of running as planned because of, but not limited to, infection by tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the

right in its sole discretion, subject to any written directions given under applicable law, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct likely to jeopardise the fair and proper conduct of the Promotion, or who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. The Promoter reserves all rights to recover damages and/or other compensation as may be deemed appropriate from such an offender.

33. Privacy Consent. To provide you with this Promotion, the Promoter needs to collect personal information about each eligible entrant. If an eligible entrant does not provide the information requested, the Promoter will not be able to provide the eligible entrant with Promotion entry. If you are not willing to allow this to occur you cannot participate in the Promotion. Each eligible entrant agrees that subject to the Privacy Act, the Promoter or its agents may do the following:

- (a) transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this Promotion, including transferring personal information interstate within Australia;
- (b) disclose eligible entrants' personal information to State and Territory lottery departments;
- (c) publish the prize winners name as required under applicable law;
- (d) use prize winners personal information in any media for publicity purposes associated with the Promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoter at the time of accepting the prize; and
- (e) use your personal information to send you direct marketing communications and information about DEXUS Property Group's services, mostly by email. You may easily request not to receive direct marketing communications by following the "unsubscribe" instructions on the communication or by contacting DEXUS' Privacy Officer on the details below.

34. Entrants may ask the Promoter to access that personal information and request that corrections be made to it.

35. The Promoter may disclose your personal information to its contractors and third party service providers who assist it in the operation of the business and/or the provision of its services. The Promoter may disclose your personal information, for example, to organisations that provide professional advisory (including business consulting), marketing, advertising, electronic mailing houses, and information technology services to it.

36. Details of the Privacy Officer are as follows:

Post: Privacy Officer
DEXUS Property Group
PO BOX R1822
ROYAL EXCHANGE NSW 1225

Email: privacy@dexus.com

Phone: 02 9017 1100