

Flagstone Favourites People's Choice Awards - Public Voting Competition (Promotion)

Terms and Conditions

1. Promotion Details

- 1.1 Entry into this Promotion is deemed acceptance of these terms and conditions.
- 1.2 The Promotion is a game of chance.
- 1.3 The promoter is Peet Flagstone City Pty Ltd ACN 151 187 594 of Level 3, 167 Eagle Street, Brisbane, Queensland, 4000 (**Promoter**).
- 1.4 Entry into this Promotion is only open to Eligible Persons.
- 1.5 Each Eligible Person may only enter the Promotion once.
- 1.6 The Promotion commences at 9.00am (AEST) on 17 June 2024 and concludes at 5.00pm (AEST) on 28 July 2024 (**Promotion Period**). The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.7 The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at the Promoter's absolute discretion at any time. The Promoter will post any changes to the Promotion details (including these terms and conditions) on the Entry Website. Each Entrant should check the Entry Website at the time of submitting an Entry.
- 1.8 No late Entries will be accepted. The Promoter accepts no responsibility for any late, lost or misdirected Entries.
- 1.9 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. Eligibility Criteria

- 2.1 Subject to these terms and conditions, an Eligible Person who:
 - (a) during the Promotion Period, participates in the Promotion by submitting an Entry (**Entrant**) and satisfies the Eligibility Criteria; and
 - (b) otherwise satisfies these terms and conditions,

(**Eligible Entrant**) will be entered into the Prize Draw for a chance to win the Prize.
- 2.2 To be eligible for the Promotion and to go in the Prize Draw, an Eligible Person must within the Promotion Period, visit the Entry Website and:
 - (a) complete the online entry form by completing the Eligible Person's:

- (i) first and last name;
 - (ii) suburb of residence;
 - (iii) email address; and
 - (iv) phone number;
- (b) vote for one Nominated Business in at least one Eligible Category. The Entrant may elect to vote for one Nominated Business for any number of Eligible Categories provided they vote for one Nominated Business in at least one Eligible Category;
- (c) at the option of the Eligible Person, completing a short description about why the Eligible Person has voted for the relevant Nominated Business in the relevant Eligible Category; and
- (d) submit the completed online entry form,

(Eligibility Criteria).

2.3 An Entrant:

- (a) must submit an Entry which votes for at least one Eligible Category to be entered into the Prize Draw; and
- (b) may submit an Entry which votes for more than one Eligible Category.

2.4 The Entry by an Eligible Entrant will become one (1) Entry into the Prize Draw. An Eligible Entrant is only entitled to one (1) Entry into the Prize Draw. Any additional Entries from the same person will be deemed invalid.

2.5 The Promoter will not include an Entry in the Prize Draw that does not satisfy the Eligibility Criteria.

2.6 It is each Entrant's responsibility to ensure their Entry is valid and is received by the Promoter by the end of the Promotion Period.

2.7 The Promoter reserves its right, at any time, to verify the validity of Entries and Entrants (including an Entrant's identity and place of residence) and to disqualify any Entrant who submits an Entry which is not in accordance with these terms and conditions or who tampers with the entry process.

2.8 Any purported Entry which:

- (a) contains content which, in the sole opinion of the Promoter is inappropriate or objectionable, including but not limited to content containing profanity or insulting, inflammatory or defamatory statements or generally intended to damage the reputation of the Promoter or any Nominated Business;
- (b) is not submitted in accordance with these terms and conditions;
- (c) does not satisfy the Eligibility Criteria; or

(d) is submitted in a manner which is misleading or deceptive, or fraudulent, will not entitle the Entrant to an entry in the Promotion or the Prize Draw or to win the Prize.

3. Details of the Prize

- 3.1 The total prize pool is AUD \$1,000.00, being the retail value of the Prize.
- 3.2 The Prize is not redeemable for cash and is not transferable.
- 3.3 The Winning Eligible Entrant must collect the Prize from the Promoter's 'Flagstone Sales and Information Centre' located at 224 Flagstonian Drive, Flagstone, Queensland during opening hours. The Winning Eligible Entrant must provide evidence of their identity and residential address in Queensland and must sign an acknowledgment of delivery of the Prize when receiving it. Any cost associated with receiving the Prize is at the cost of the Winning Eligible Entrant.
- 3.4 Any and all risk in the Prize passes to the Winning Eligible Entrant upon the Prize being delivered to the Winning Eligible Entrant by the Promoter pursuant to clause 3.3.
- 3.5 The Prize may be subject to its own terms and conditions of use, including, without limitation, an expiry date, voiding conditions and some exclusions may apply. The Winning Eligible Entrant will have no recourse against the Promoter should they be unable to use the Prize because of the operation of the Prize's terms and conditions.
- 3.6 Neither the Promoter nor its related entities will be liable to replace, reissue or reimburse the Winning Eligible Entrant for any remaining dollar value on the Prize which is expired, defaced, stolen, damaged, lost, altered or otherwise damaged or tampered with in any way.
- 3.7 The Promoter reserves its right, at any time, to make a cash payment in lieu of the Prize or any part thereof provided that the total amount is at least AUD \$1,000.00.

4. Details of the Prize Draw

- 4.1 One (1) winner will be awarded the Prize.
- 4.2 In relation to the Entries that meet the Eligibility Criteria, the Promoter will conduct a random draw to select the Prize winner at 10.00am (AEST) on Monday 5 August 2024 at 224 Flagstonian Drive, Flagstone, Queensland, 4285 (**Prize Draw**). The Eligible Entrants do not need to be present at the Prize Draw to be eligible for the Prize.
- 4.3 The Prize Draw is determined by chance and each Eligible Entrant who has satisfied the Eligibility Criteria has an equal chance of winning.
- 4.4 Subject to clause 4.5, the first Eligible Entrant drawn in the Prize Draw will be declared the winner (**Winning Eligible Entrant**) and will win the Prize.
- 4.5 If the Winning Eligible Entrant:
- (a) cannot be contacted;

- (b) cannot prove they are an Eligible Person; or
- (c) does not claim their Prize,

within fifteen (15) Business Days after:

- (i) the Prize Draw, the Winning Eligible Entrant will forfeit their Prize and the Promoter will conduct a re-draw for the Prize from the remaining Entries submitted by Eligible Entrants within two (2) Business Days after the forfeit and a new winner for the forfeited unclaimed Prize will be announced (and will therefore become the Winning Eligible Entrant). If this occurs, the original winner has no claim to the Prize and no recourse against the Promoter; and
- (ii) a re-draw, the Winning Eligible Entrant will forfeit their Prize and the Promoter will conduct a re-draw for that Prize from the remaining Entries submitted by Eligible Entrants within two (2) Business Days after the forfeit and a new winner for the forfeited unclaimed Prize will be announced (and will therefore become the Winning Eligible Entrant). If this occurs, the first re-draw winner has no claim to the Prize and no recourse against the Promoter.

- 4.6 The process in clause 4.5 will continue for the Prize until a Winning Eligible Entrant validly claims the Prize.
- 4.7 An Eligible Entrant who has been drawn as a Winning Eligible Entrant in a Prize Draw or a re-draw is not eligible to win the Promotion through any subsequent re-draw and will be excluded from any re-draw.
- 4.8 The Winning Eligible Entrant may be required to verify their eligibility (such as confirming they are an Eligible Person) before claiming the Prize.
- 4.9 The Winning Eligible Entrant will be notified by email between Monday 5 August 2024 and Monday 12 August 2024. In the event of a re-draw, the Winning Eligible Entrant will be notified by email within 2 Business Days after the re-draw.
- 4.10 The Promoter will deliver the Prize to the Winning Eligible Entrant (who has validly claimed the Prize) within one month after the Prize Draw, or in the event of a re-draw, within one month after the date of the re-draw, pursuant to clause 3.3.
- 4.11 The results of the Prize Draw and any re-draw will be published on the Promoter's website and may also be published on the Promoter's Facebook page, in Flagstone Focus, a community electronic direct marketing communication and by media release.

5. Participating details

- 5.1 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over

communications networks or services, the internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.

- 5.2 All Entries and materials submitted to the Promoter in connection with this Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each Entrant and Eligible Entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such Entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit in relation to the Promotion, acting reasonably, including without limitation, by reproducing, modifying or adapting such Entries and materials.
- 5.3 The Promoter may, in its sole discretion, disqualify any or all Entries from, and prohibit further participation in the Promotion by any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these terms and conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

6. Other terms and conditions

- 6.1 Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria and these terms and conditions will make the Entrant ineligible for the Promotion.
- 6.2 In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by the Promoter, acting reasonably, and the Promoter's decision will be final and binding.
- 6.3 To the extent permitted by law, neither the Promoter nor any of its employees, agents or officers will be liable for any loss, damage or personal injury suffered or incurred by any person arising from or in any way related to the Promotion or the Prize.
- 6.4 The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.
- 6.5 These terms and conditions supersede any prior terms and conditions for the Promotion.
- 6.6 Any cost associated with accessing the Promotional Website or the Entry Website and submitting an Entry into the Promotion is the proposed Entrant's responsibility and is dependent on the internet service provider used.
- 6.7 Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Prize are the sole responsibility of the recipient of the Prize.
- 6.8 The benefits under the Promotion are not available in conjunction with any other promotion or offer by the Promoter.
- 6.9 Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.

- 6.10 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected Entries, subject to the laws of Queensland.
- 6.11 The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 6.12 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 *Competition and Consumer Act 2010 (Cth)* or other consumer protection laws in Queensland which cannot be contracted out of (**Non-Excludable Guarantees**).
- 6.13 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its related bodies corporate, respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 6.14 The Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 6.15 Where the Promotion is communicated on Facebook or Instagram, Entrants and Eligible Entrants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and Entrants and Eligible Entrants in the Promotion release Facebook and Instagram and its associated companies from all liability arising from the Promotion. Entrants and Eligible Entrants provide their information to the Promoter and not to Facebook or Instagram.
- 6.16 For the purposes of sections 11 and 12 of the *Electronic Transactions Act (Queensland) 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the proposed Entrants, Eligible Entrants and the Promoter consent to any information or documents being given by electronic communication including by email.
- 6.17 The Promotion is governed by the laws in Queensland.

7. Definitions

- 7.1 In these terms and conditions, the following terms have the corresponding meaning:

- (a) **Business Day** means a day other than a Saturday and Sunday on which banks are open in Brisbane, Queensland;
- (b) **Category** means each of the 10 categories in the Flagstone Favourites People's Choice Award Promotion being:
 - (i) Retail;
 - (ii) Professional Services;
 - (iii) Beauty Services;
 - (iv) Healthcare and Wellbeing;
 - (v) Home Business;
 - (vi) Eateries;
 - (vii) Education;
 - (viii) Not-for-profit Associations;
 - (ix) Leisure and Sports; and
 - (x) Trades/Services;
- (c) **Eligible Business** means an eligible business under the Flagstone Favourites People's Choice Awards Promotion and which are entitled to receive votes under the Flagstone Favourites People's Choice Awards Promotion and this Promotion;
- (d) **Eligible Categories** means those Categories which are deemed to be Eligible Categories under the Flagstone Favourites People's Choice Awards Promotion and under which Eligible Businesses are entitled to receive votes under the Flagstone Favourites People's Choice Awards Promotion and this Promotion, which may be less than the number of Categories;
- (e) **Eligible Person** means a person who:
 - (i) is a Queensland resident aged 18 years or older;
 - (ii) is not a director, officer, management, employee or other staff (or a person who is the immediate families of directors, officers, management, employees and other staff) of the Promoter and/or Peet Limited ACN 008 665 834; and
 - (iii) is not a director, officer, management, employees and other staff (or a person who is the immediate families of directors, officers, management, employees and other staff) of an Eligible Business;
- (f) **Entry Website** means <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/peoplechoiceaward> which may also be accessed via:

- (i) the Promotion Website by clicking on the 'Vote here' button; or
 - (ii) the Promotor's Facebook page at <https://www.facebook.com/groups/2300604213558727> and
 - (iii) Flagstone Resident Community Group at <https://www.facebook.com/FlagstoneLife>;
- (g) **Entry** means an entry in the Promotion submitted pursuant to clause 2.2;
 - (h) **Flagstone Excellence Awards Promotion** means the promotion of the same name being conducted separately by the Promoter;
 - (i) **Flagstone Favourites People's Choice Awards Promotion** means the promotion of the same name being conducted separately by the Promoter;
 - (j) **Flagstone Focus** means the 'Flagstone Focus' magazine which is published and distributed by the Promoter digitally and physically, with limited distribution;
 - (k) **Prize** means one or more universal gift cards totalling AUD \$1,000.00; and
 - (l) **Promotion Website** means <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/peoplechoiceaward>.

8. Privacy

- 8.1 **Privacy Act** - Peet Limited ACN 008 665 834, its related companies, and managed syndicates and trusts including the Promoter (collectively, "Peet", "we", "us", "our") are bound by *the Privacy Act 1988 (Cth)*.
- 8.2 **Privacy Notice** - By participating in this Promotion, you consent to the collection, use and disclosure of your personal information by Peet as summarised below. For full details please refer to our privacy policy at www.peet.com.au/privacy-policy.
- 8.3 **Privacy Officer** - Peet's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
- 8.4 **Collection of your personal information** - Peet will collect personal information about you so that it can administer dealings with you, provide you with information, products and services (including in relation to new estates and developments that might be of interest to you) and deal with any requests you may have. If Peet does not collect your personal information, it may be unable to deal with your request or provide you with information, services and benefits. Personal Information Peet collects may include name, date of birth, gender, contact details including your physical address, email address and telephone number, details of products and services that you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries.
- 8.5 **Disclosure of your personal information** - Entrants acknowledge that Peet may disclose your personal information to third parties, such as contractors, service providers, suppliers, business clients, related parties or companies, IT providers, payment processors, marketing providers who provide marketing and public relations services,

competition organisers, prize issuers, social media marketers and other organisations. Peet is unlikely to disclose your personal information to persons outside of Australia.

- 8.6 **Our Privacy Policy** - Peet's Privacy Policy sets out its approach to the management of personal and sensitive information. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
- 8.7 **Direct Marketing** – By participating in this Promotion, you consent to Peet using your personal and other information to let you know about products and services that the Promoter thinks may be of interest to you, via direct marketing through electronic and other means. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see Peet's Privacy Policy.