

**NAIDOC WEEK 2022
DRAWING US TOGETHER**

TERMS AND CONDITIONS

PART A - INTRODUCTION

1. Information on how to enter the NAIDOC Week 2022 Drawing Us Together (**the Promotion**) form part of these terms and conditions.
2. By entering the Promotion, participants are deemed to have accepted these terms and conditions, which include the Schedule to these terms and conditions.
3. All times stipulated in these terms and conditions refer to VIC local time.

PART B - ELIGIBILITY

4. The Promotion is only open to Australian residents.
5. Where a participant in the Promotion is under the age of 18:
 - (a) in order to constitute a valid entry, the participant must have the prior consent of their parent or guardian to enter the Promotion;
 - (b) by consenting to the participant entering the Promotion, the participant's parent or guardian is deemed to have accepted these terms and conditions;
 - (c) the participant's parent or guardian may be required to enter into a written agreement evidencing their consent for the participant to enter the Promotion, refusal of which will invalidate the participant's entry into the Promotion; and
 - (d) any prize will be awarded to the participant's nominated parent or guardian on the participant's behalf.
6. The following persons are ineligible to enter the Promotion:
 - (a) employees, contractors and agents of:
 - (i) Charter Hall Holdings Pty Limited (**the Promoter**);
 - (ii) the retail tenants of Gateway Plaza Leopold and
 - (iii) any of the Promoter's agencies that are associated with the Promotion;
 - (b) the retail tenants of Gateway Plaza Leopold, including their directors;
 - (c) the spouse, de facto spouse, parent, step-parent, child, step-child, legal guardian, sibling or step-sibling of a person listed in paragraphs (a) and (b); and
 - (d) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PART C – ENTERING THE PROMOTION

7. To enter the Promotion, eligible persons must, during the promotion period, comply with **Item 1** of the Schedule.
8. The promotion period is specified in **Item 2** of the Schedule.
9. There is a limit of one entry per person per illustration.
10. The Promotion is not available in conjunction with any other promotion or offer of the Promoter or any of its related body corporates.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.

PART D - GENERAL

12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and 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 jeopardise 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. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.
15. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason beyond the control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion (acting reasonably), 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. For further information regarding the Promotion, the Promoter may be contacted at the details specified in **Item 7**.

PART F - PRIVACY

18. The Promoter collects personal information about each entrant to conduct the Promotion, and may also disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. [The Promoter may disclose personal information to third party service providers who are located overseas.] If an entrant does not provide personal information, the Promoter will not be able to accept the entry. It is a condition of entry that the entrant agrees to being entered into the database maintained by the Promoter. The entrant hereby consents to the Promoter using the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to withdraw consent, access, update or correct information to the Promoter. Upon the entrant's request, all personal information provided will be removed from the Promoter's database. To make a request an entrant can contact the Promoter at the details specified in Item 7. Personal information will be removed as soon as reasonably possible in accordance with the Privacy Policy and applicable laws. The Privacy Policy which is available at <https://www.charterhall.com.au/privacy-policy> explains more about the types of personal information the Promoter usually collects and how the Promoter handles and stores personal information, as well as how the entrant can request access to and the correction of personal information, how an entrant can complain about the Promoters' handling of personal information, and how the Promoter deals with complaints. All entries remain the property of the Promoter.

PART 6 - LIABILITY

19. The Promoter, its related bodies corporate and any companies associated with this Promotion, accept no responsibility for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a result of or in connection with the prize except for any liability which cannot be excluded by law.
20. The Promoter accepts no responsibility for any tax implications that may arise from or in connection with the prize or the use thereof. It is the responsibility of each customer to seek independent advice on the possible implications this may have on their own financial situation.
21. If for any reason the Promotion is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter, which corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion, then it will be suspended subject to the approval of the gaming authorities, where required.
22. The Promoter reserves the right to disqualify any participant who tampers with the redemption process, and to cancel, terminate, modify or suspend the Promotion subject to the approval of the gaming authorities, where required.
23. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions of redemption and the other terms and conditions hereof shall remain in full force.

Schedule

Item 1 – Entry Process	<p>To enter the NAIDOC Week 2022 Vote for your favourite illustration to feature in our children’s story book participants must lodge their vote via the voting registration form located on the Gateway Plaza Leopold website www.gatewayplazaleopold.com.au</p> <p>We will only permit one vote per person during the voting period.</p>
Item 2 – Promotion Period	<p>From 9am Monday, 4th July 2022 until 12.00pm Sunday 17th July 2021</p> <p>Any votes received before or after this time will not be tallied.</p>
Item 3 – Prizes	<p>There are no prizes associated with this promotion.</p>
Item 4 – Prize pool	<p>Not applicable.</p>
Item 5 – Prize date and time	<p>Not applicable.</p>
Item 6 – Unclaimed prize draw	<p>Not applicable.</p>
Item 7 – Promoter's Contact Details	<p>Gateway Plaza Leopold 649 – 651 Bellarine Hwy Leopold VIC 3224</p>