

TERMS & CONDITIONS:

Melbourne Central x ELLA Instagram Giveaway – May-June 2019

PROMOTION CENTRE:

Melbourne Central

Information on how to enter and prizes form part of these terms and conditions. Entry into the ***Melbourne Central x ELLA Instagram Giveaway – May-June 2019*** (the “Promotion”) is deemed to be an acceptance of the following terms and conditions. Entries must comply with these conditions to be valid.

Who can enter? Entry is only open to residents of Australia. The Promoter’s directors, management, employees, retailers, tenants of participating centres and their immediate families together with agencies and suppliers associated with this Promotion are ineligible to enter. Entrants must be able to collect the prize in person at Melbourne Central.

Promotion Period: The Promotion opens on **Wednesday 29 May 2019** and closes at **10am on Wednesday 5 June 2019**.

How to enter? To enter the Promotion, an entrant must, during the Promotion Period:

- Be following @melbournecentral and @ellamelbourne on Instagram;
- Comment on the competition post, tagging a friend, and stating which retailer in ELLA they would like to eat at:
 1. Sam Sam Korean Chicken & Beer
 2. Colours Bowls
 3. Son In Law The Pad
 4. Ajisen Ramen
 5. Chilli Everest
 6. Pick a Stick Chinese Skewers
- Entrants must ensure their own and their tagged friend’s privacy settings are set to public so the Promoter can verify the entry.

Receipt of Entries: Entries are deemed to be received at the time of posting by the applicant. No confirmation of receipt will be issued by the Promoter.

How many times can you enter? Participants can enter multiple times, by posting multiple comments meeting the above requirements.

The draw: Six (6) winners will be chosen randomly, and will be contacted by Thursday 6 June 2019.

Prize details: There are six (6) prizes to be given away:

1. A \$100 voucher valid to use at Sam Sam Korean Chicken & Beer
2. A \$100 voucher valid to use at Colours Bowls
3. A \$100 voucher valid to use at Son In Law The Pad
4. A \$100 voucher valid to use at Ajisen Ramen
5. A \$100 voucher valid to use at Chilli Everest
6. A \$100 voucher valid to use at Pick a Stick Chinese Skewers

Notification: The winners will be notified by Melbourne Central via Instagram direct message. The winners must send Melbourne Central their full name and contact details, for instructions on how to claim their prize.

Winner: Where requested by the Promoter, the winners must provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that he or she is the winner, is eligible to enter and has complied with these terms and conditions.

Minors: If the winner is under the age of 18 years the prize will be awarded to the winner’s parent or guardian.

Disqualification: The Promoter reserves the right to verify the validity of any entry and to disqualify any entrant who forged, manipulated or tampered with the entry process, who submits an entry that is not in accordance with these terms and conditions or who does not provide all information requested.

Claiming prizes: To redeem the prize, the winner will be required to respond to Melbourne Central via Instagram direct message. Melbourne Central will reply with instructions detailing how the winner can claim the prize. The prize must be collected in person at Melbourne Central within 90 days of notification of winning.

Prizes: Prizes are not transferable and may not be redeemed for cash. All prizes are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any prize to the extent permitted by law. The Promoter reserves the right to substitute any prize with a prize of equal or greater value (including where the prize is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The prize and/or any element of the prize must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their prize and/or any element of the prize as stated.

Redraw: The Promoter may conduct such further draws as necessary for any unclaimed prizes or in the event of an entrant being unable to satisfy these terms and conditions.

Entries: No responsibility is accepted by the Promoter for late, lost, incomplete, incorrectly entered or misdirected entries. Any entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service (as determined in the absolute discretion of the Promoter) will be void.

Variation/cancellation: If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including these terms and conditions and the prizes, subject to approval of the gaming authorities in each State and Territory where relevant.

Sponsored prize: Any prize which is sponsored by a retailer is subject to the terms and conditions of that retailer.

Liability and release: The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a prize or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective prizes, lost or stolen prizes or misuse of any prize. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

Printing errors: In the event of printing errors, quality control matters, structural faults or similar factors, any claims for prizes or entitlements to claims will be dealt with in accordance with the relevant state legislative requirements.

Entries property of the Promoter: All entries (including any information or drawings or items submitted with the entry) becomes the property of the Promoter. By entering this Promotion, each entrant consents to the entry being used by the Promoter (and the Promoter's Related Entities and agents) for any purpose whatsoever (including without limitation, in print and electronic format) and the Promoter may use, reproduce or modify the entry or any part of the entry without any further reference to the entrant (including not naming the entrant as the creator) or payment or other compensation to the entrant. Without limiting the foregoing the Promoter may use all or any part of the entry on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite period of time without attribution to the entrant.

Privacy: By entering this Promotion, (unless the entrant has specified otherwise) each entrant consents to the personal information they submit with their entry being used for the primary purposes of: administering this Promotion, passing on information to related entities and to enter into a database for future promotional, marketing and publicity activities of the Promoter or its related entities. An entrant may request access to his or her personal information held by the Promoter by contacting the Promoter's Privacy Officer. The Promoter may deny a request for access in some circumstances. If it does it will tell you why. An access fee may be charged to cover the Promoter's costs of providing the information. The Promoter regards the security of personal information as a priority however the Promoter cannot guarantee the security of personal information provided.

Photograph of winner and media activities: The name and photograph of the winner(s) may be used for promotional purposes by the Promoter, unless the winner notifies the Promoter at the time of accepting the prize that he or she does not consent to such use. Each winner agrees to participate in any news media activities surrounding the Promotion.

Record keeping: The Promoter will retain the entry form and other records relating to this Promotion for the period it is required to in accordance with the relevant state legislative requirements (after the date on which the winners are drawn, after which the entry form will be destroyed if the entrant has indicated on the entry form that he or she does not wish to receive any further information from the Promoter.

Promoter's decision final: All decisions of the Promoter with respect to the matters referred to in these terms and conditions are final and no correspondence will be entered into, including in the event of a dispute.

Promoter: The Promoter is GPT Property Management Pty Ltd ABN 29 116 099 631, Level 52, MLC Centre, 19-29 Martin Place, Sydney, NSW 2000. Telephone number (02) 8239 3555.