

Flagstone Favourites Excellence Awards (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 skill.
- 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 Businesses.
- 1.5 The Promotion is separated into 3 phases as follows:
 - (a) Nomination:
 - (i) Eligible Businesses nominate themselves in one or more Categories by submitting a Nomination by the close of the Nomination Promotion Period; and
 - (ii) within 5 Business Days after receipt of the Nomination, the Promoter will validate the Eligible Business and Nomination;
 - (b) Submission:
 - (i) if the Eligible Business and Nomination are validated by the Promoter, within 5 Business Days after receipt of the Nomination, the Promoter will send the Entrant an email which will contain a link to the Submission Questions; and
 - (ii) the Entrant will be required to complete and submit the Submission Answers by the close of the Submission Promotion Period; and
 - (c) Assessment: the top 3 winners of each Category are determined by a calculation of Scores assessed by the Panel against Award Criteria. If no Entrants' Submission Answers obtain at least a 90 out of 120 for a Score, then that Category will be deemed to be void and will no longer form part of the Promotion.
- 1.6 Phase 1 of the Promotion commences at 9.00am (AEST) on 24 April 2024 and concludes at 5.00pm (AEST) on 16 June 2024 (**Nomination Promotion Period**). The Promoter may extend the Nomination Promotion Period at its sole discretion (**Extended Nomination Promotion Period**). Details of any Extended Nomination Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Nomination Promotion Period include any Extended Nomination Promotion Period, where applicable.

- 1.7 Phase 2 of the Promotion commences at 9.00am (AEST) on 24 April 2024 and concludes at 5.00pm (AEST) on 14 July 2024 (**Submission Promotion Period**). The Promoter may extend the Submission Promotion Period at its sole discretion (**Extended Submission Promotion Period**). Details of any Extended Submission Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Submission Promotion Period include any Extended Submission Promotion Period, where applicable.
- 1.8 Phase 3 of the Promotion will commence on the close of the Submission Promotion Period and will conclude on the Finalist Announcement Date.
- 1.9 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 a Nomination and Submission Questions.
- 1.10 No late Nominations or Submission Answers will be accepted.
- 1.11 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. Nominations up to the close of the Nomination Promotion Period

- 2.1 Subject to these terms and conditions, by the close of the Nomination Promotion Period, a nomination can be submitted by an Eligible Business (**Entrant**) by visiting the Entry Website and:
- (a) selecting one or more Categories for which the Entrant wishes to enter (and for which the Entrant meets the Category Criteria);
 - (b) completing the online entry form by:
 - (i) completing the Entrant's:
 - (A) business name;
 - (B) type of business;
 - (C) business owner's full name;
 - (D) business address;
 - (E) email address; and
 - (F) contact phone number;
 - (ii) providing a maximum 100 word biography of the Entrant's business; and
 - (iii) providing the Entrant's business logo (optional); and

- (c) submitting the completed online entry form.
- 2.2 An Eligible Business can submit a Nomination for more than one Category but not more than one Nomination for a Category. Any additional Nominations will be deemed invalid.
- 2.3 The Promoter will not include a Nomination in the Promotion that does not satisfy the Eligibility Criteria.
- 2.4 Any purported Nomination 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;
 - (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 a Nomination in the Promotion.
- 2.5 If no Nominations are received for a Category by the close of the Nomination Promotion Period, that Category will be deemed to be void and will no longer form part of the Promotion.
- 2.6 It is each Entrant's responsibility to ensure that their Nomination is valid and is received by the Promoter by the close of the Nomination Promotion Period.

3. Validation of Nomination and issue of Submission Questions during the Submission Promotion Period

- 3.1 Within 5 Business Days after receipt of each Nomination, the Promoter will review and validate all Nominations and Entrants and those Nominations that are verified by the Promoter as meeting the Eligibility Criteria will be validated by the Promoter as Eligible Nominations. As part of this review and validation process, the Promoter reserves its right to verify the validity of the Nominations and Entrants (including an Entrant's identity and place of business) and to disqualify any Nomination made by an Entrant who:
- (a) submits a Nomination which is not in accordance with the Eligibility Criteria;
or
 - (b) tampers with the Nomination process.
- 3.2 If the Promoter determines, acting reasonably, that the Category selected by an Entrant is not an appropriate Category for that Entrant's Eligible Business as it does not meet the Category Criteria, then the Promoter may change the Category that the Entrant has submitted a Nomination for and the Promoter will give notice of such to the Entrant within 5 Business Days after receipt of such Nomination.

- 3.3 If the Promoter determines, acting reasonably, that the Entrant's Eligible Business is not relevant to any Category, then the Promoter can remove the Nomination from the Promotion and the Promoter will give notice of such to the Entrant within 5 Business Days after receipt of such Nomination.
- 3.4 If the Promoter determines that a Nomination is an Eligible Nomination, within 5 Business Days after receipt of each Nomination, the Promoter will email the Submission Questions to the Entrant of such Eligible Nomination.

4. Lodgement of Submission Answers

- 4.1 If clause 3.4 applies, by the close of the Submission Promotion Period, the Entrant must go to the Submission Website (via the link sent in the email referred to in clause 3.4) and do the following:
- (a) complete the online submission form by:
 - (i) completing the Entrant's:
 - (A) business name;
 - (B) type of business;
 - (C) business owner's full name;
 - (D) business address;
 - (E) email address; and
 - (F) contact phone number; and
 - (ii) completing the Submission Answers; and
 - (b) submit the completed online submission form.

5. Assessment of Submission Answers by Panel against Award Criteria

- 5.1 If no Entrants' Submission Answers are received for a Category by the close of the Submission Promotion Period, that Category will be deemed to be void and will no longer form part of the Promotion.
- 5.2 If one or more Entrants' Submission Answers have been received for a Category by the close of the Submission Promotion Period, then all Entrants' Submission Answers for that Category will be assessed against the Award Criteria by the Panel and given a Score. The highest Score that can be achieved is 120 out of 120.
- 5.3 By the Finalist Announcement Date, all Scores for all Submission Answers will be ranked in order of the highest to the lowest.
- 5.4 For a first place winner to be declared for each Category, an Entrant's Submission Answers must obtain at least 90 out of 120 for a Score. If no Entrants' Submission Answers receive at least 90 out of 120 for a Score, then there will be no winners

announced for that Category and that Category will be deemed to be void and will no longer form part of the Promotion.

5.5 For each Category to which clause 5.2 applies, subject to the number of Submission Answers lodged for each Category and subject to clause 5.4, there will be up to 3 winners determined by assessment against the Award Criteria by the Panel and based on a Score:

- (a) a first place winner with the highest Score (and which must be a Score of at least 90 out of 120);
- (b) a second place winner with the second highest Score; and
- (c) a third place winner with the third highest Score.

5.6 Following confirmation of the Scores, subject to clause 5.4, by the Finalist Announcement Date, the Promoter will contact the Entrants of the Finalist Submissions by email and/or telephone to notify them that their Submission Answers are a Finalist Submission in the Promotion and have each won the Celebratory Event Tickets. Each Entrant of the Finalist Submissions will not be notified as to whether they are or are not the first place winner in their Category at that time. The first place winner in each Category will be announced at the Celebratory Event.

5.7 If an Entrant of a Finalist Submission attempted to be contacted by the Promoter by the Finalist Announcement Date pursuant to clause 5.6 cannot be contacted within five (5) Business Days after the Finalist Announcement Date, the Entrant for the relevant Finalist Submission will:

- (a) forfeit the Celebratory Event Tickets; and
- (b) still be entitled to its place as an Entrant of a Finalist Submission and is still entitled to the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize (if such Entrant has won the Main Prize),

and the Promoter will give one of the other Entrants of a Finalist Submission from the same Category the forfeited Celebratory Event Tickets (as determined by a random draw if there is more than one other Entrant of a Finalist Submission), or if there are no other Entrants of a Finalist Submission in the same Category as the forfeited Celebratory Event Tickets, the Promoter will give the forfeited Celebratory Event Tickets to one of the Entrants of a Finalist Submission from another Category as determined by a random draw of all Entrants of a Finalist Submission from all other Categories, such draws to be conducted two (2) Business Days later.

5.8 If clause 5.7 applies and the winner of the re-draw cannot be contacted within five (5) Business Days after the forfeit, the winner of the re-draw will forfeit the Celebratory Event Tickets and the Promoter will:

- (a) give the remaining Entrant of a Finalist Submission from the same Category the forfeited Celebratory Event Ticket; or
- (b) if there is no remaining Entrant of a Finalist Submission from the same Category as the forfeited Celebratory Event Tickets, the Promoter will give

the forfeited Celebratory Event Tickets to one of the Entrants of a Finalist Submission from another Category as determined by a random draw of all Entrants of a Finalist Submission from all other Categories, such draw to be conducted two (2) Business Days later.

- 5.9 The process in clause 5.8 will continue for the forfeited Celebratory Event Tickets until an Entrant of a Finalist Submission claims them by the time of the Celebratory Event.
- 5.10 An Entrant of a Finalist Submission who has been drawn as a winner in a re-draw of any forfeited Celebratory Event Tickets referred to in clauses 5.7 and 5.8 is not eligible to win any subsequent re-draw of any forfeited Celebratory Event Tickets and will be excluded from any re-draw.
- 5.11 In the event of a re-draw, an Entrant of a Finalist Submission who has been drawn as a winner in a re-draw of any forfeited Celebratory Event Tickets will be notified by email and/or telephone within two (2) Business Days after the re-draw.
- 5.12 The results of the Finalist Submissions and, if applicable, the winners of the re-draw of forfeited Celebratory Event Tickets will be published on the Promotor'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.

6. Details of the Prizes

- 6.1 The total prize pool is AUD \$4,862.00 per Category. For the three Categories, the total prize pool is AUD \$14,586.00.
- 6.2 Subject to clauses 5.4 and 6.3:
 - (a) the first place winner of each Category will be the Entrant of Submission Answers with the highest Score (and which must be a Score of at least 90 out of 120) and will win the Main Prize;
 - (b) the second place winner of each Category will be the Entrant of Submission Answers with the second highest Score and will win the Second Prize; and
 - (c) the third place winner of each Category will be the Entrant of Submission Answers with the third highest Score and will win the Third Prize.
- 6.3 Notwithstanding clause 6.2 and subject to clause 6.4, if more than one Entrant of Submission Answers has the same Score (**Tied Submission Answers**), for those Tied Submission Answers, if the Head Panel Member's score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) is not the same for any of the Tied Submission Answers:
 - (a) the Head Panel Member's score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) will be used to determine the ranking of the Tied Submission Answers;
 - (b) the Tied Submission Answers with the highest score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) will be deemed to be the highest Score out of the Tied

Submission Answers and then the Submission Answers with the next highest score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) will be determined to be the next highest Score out of the Tied Submission Answers and so on until all Tied Submission Answers with the same Score are ranked; and

- (c) the ranking of any Submission Answers with lower Scores than those referred to in clause 6.3(b) will be after those Tied Submission Answers in referred to in clause 6.3(b).

6.4 If:

- (a) there are Tied Submission Answers; and
- (b) the Head Panel Member's score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) is the same score for 2 or more of those Tied Submission Answers:
 - (i) the Head Panel Member will reassess the Tied Submission Answers against the Award Criteria and consider the differences between the Tied Submission Answers to be able to differentiate between and rank the Tied Submission Answers. The Head Panel Member is not required to reassess any Tied Submission Answers that are not going to be ranked in the top 3 Submission Answers;
 - (ii) the Tied Submission Answers with the highest score (reassessed under this clause 6.4) will be deemed to be the highest Score out of the Tied Submission Answers and then the Submission Answers with the next highest score (reassessed under this clause 6.4) will be determined to be the next highest Score out of the Submission Answers and so on until all Tied Submission Answers with the same Score are ranked; and
 - (iii) the ranking of any Submission Answers with lower Scores than those referred to in clause 6.4(b)(ii) will be after those Tied Submission Answers in referred to in clause 6.4(b)(ii).

6.5 An example of clause 6.3(b) is as follows:

- (a) there are four (4) Submission Answers in a Category;
- (b) two (2) Submission Answers share the highest Score, one (1) Submission Answer has the second highest Score and one (1) Submission Answer has the third highest Score;
- (c) the two (2) Submission Answers which share the highest Score are to be ranked in accordance with Head Panel Member's score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score);
- (d) the Submission Answer referred to in clause 6.5(c) with the highest score (which was given by the Head Panel Member to the Entrants of Submission

Answers to determine their Score) will be deemed to be the Submission Answers with the highest Score and then the Submission Answers with the next highest score (which was given by the Head Panel Member to the Entrants of Submission Answers to determine their Score) will be deemed to be the Submission Answers with the next highest Score;

- (e) the one (1) Submission Answer which had the second highest Score as referred to in clause 6.5(b) is now deemed to be the Submission Answer with the third highest Score; and
- (f) the one (1) Submission Answer which had the third highest Score as referred to in clause 6.5(b) is now deemed to be the Submission Answer with the fourth highest Score and will not win any Prize.

6.6 The:

- (a) part of the Main Prize set out in paragraph (i) of the definition of Main Prize;
- (b) Second Prize; and
- (c) Third Prize,

and any re-draw of the above prizes must be collected from the Promoter's 'Flagstone Sales and Information Centre' located at 224 Flagstonian Drive, Flagstone, Queensland, 4280 during opening hours. The Entrant must provide evidence of their identity and must sign an acknowledgment of delivery of their Prize when receiving it. Any cost associated with receiving the Prize is at the cost of the Entrant.

6.7 The part of the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize must be collected at the Celebratory Event, or if the winner of the Main Prize does not attend the Celebratory Event, the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize must be collected from the Promoter's 'Flagstone Sales and Information Centre' located at 224 Flagstonian Drive, Flagstone, Queensland, 4280 during opening hours within 3 months after the closing of the Voting Promotion Period. The Entrant must provide evidence of their identity and must sign an acknowledgment of delivery of their Prize when receiving it. Any cost associated with receiving the Prize is at the cost of the Entrant.

6.8 An Entrant of a Finalist Submission does not need to be present at the Celebratory Event to win the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize.

6.9 If the winner of a Main Prize does not collect the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize in accordance with clause 6.7, the winner will:

- (a) forfeit the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize; and
- (b) either of the following will apply:

- (i) the Promoter will give the second place winner from the same Category of the forfeited Main Prize the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize; or
 - (ii) if there is no second place winner from the same Category as the forfeited Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize, the Promoter will give the forfeited Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize to the second place winner from another Category as determined by a random draw of all second place winners from all other Categories, such draw to be conducted two (2) Business Days later.
- 6.10 If clause 6.9 applies and the winner of the re-draw cannot be contacted within five (5) Business Days after the forfeit, the winner of the re-draw will forfeit the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize and the Promoter will:
 - (a) give the third place winner from the same Category of the forfeited Main Prize the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize; or
 - (b) if there is no third place winner from the same Category as the forfeited Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize, the Promoter will give the forfeited Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize to the third place winner from another Category as determined by a random draw of all third place winners from all other Categories, such draw to be conducted two (2) Business Days later.
- 6.11 The process in clause 6.10 will continue for the forfeited Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize until it is claimed. Once claimed, the Main Prize set out in paragraphs (ii) to (viii) of the definition of Main Prize must be collected in accordance with clause 6.7.
- 6.12 If there are no Submission Answers submitted for a Category, then then that Category will be deemed to be void and will no longer form part of the Promotion.
- 6.13 The Prizes are not redeemable for cash and are not transferable.
- 6.14 The Prizes may be subject to their own terms and conditions of use, including, without limitation, an expiry date, voiding conditions and some exclusions may apply. The Entrants will have no recourse against the Promoter should they be unable to use the Prizes because of the operation of the Prizes' terms and conditions.
- 6.15 Any and all risk in the Prizes pass to the Entrants upon the Prizes being delivered to by the Promoter pursuant to clauses 6.4 and 6.7.
- 6.16 Neither the Promoter nor its related entities will be liable to replace, reissue or reimburse the Entrants for any remaining dollar value on any tickets or gift certificates which are expired, not used, defaced, stolen, damaged, lost, altered or otherwise damaged or tampered with in any way, or if the Entrants do not comply with the terms and conditions of the Prizes.

- 6.17 The Promoter reserves its right, at any time, to make a cash payment in lieu of the Prizes or any part of the Prizes provided that the total amount substituted is at least the same value as the Prize or part of the Prize substituted.
- 6.18 The Entrants acknowledge and agree that:
- (a) the Celebratory Event will be attended to by the Promoter, invitees of the Promoter, Entrants of Finalist Submissions and their guests, recipients of re-drawn forfeited Celebratory Event Tickets and possibly general members of the public;
 - (b) attendance at the Celebratory Event will require smart casual dress and will be subject to the terms and conditions of the venue at which the Celebratory Event is held; and
 - (c) if the Entrants and their guests do not comply with the terms and conditions referred to in clause 6.18(b), the Entrants acknowledge and agree that they may be excluded from the Celebratory Event and will have no recourse against the Promoter.
- 6.19 The first place winner of the Finalist Submissions 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.

7. Participating details

- 7.1 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Nominations, Votes, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, network congestion, 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.
- 7.2 The Promoter is authorised by all Entrants to use the Entrant's 50 to 100 word biography of the Entrant's Eligible Business which was submitted with the Eligible Nomination and in relation to the Promotion and may edit such biography and Submission Answers as determined by the Promoter acting reasonably (such as to correct spelling mistakes, paraphrase or correct grammatical errors).
- 7.3 The Entrant's Submission Answers will not be disclosed publicly and will be kept confidential by the Promoter and the Panel and only used for the purposes of the Promotion.
- 7.4 Entrants represent and warrant that they own, licence or have obtained the consent and/or have the approval and authority of the owner of any content, imagery or photography submitted in their Nomination or Submission Answers and the Entrant indemnifies the Promoter against any loss resulting from a breach of this warranty. In consideration of the Entrant's entry into the Promotion, the Promoter is granted an

irrevocable licence to use the content, imagery or photography submitted by an Entrant for the purposes of marketing and promotion of the Promotion. The Promoter may use such Nominations and Submission Answers 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 Nominations and materials.

7.5 The Entrants of the Finalist Submissions must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any Prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, the Entrants of the Finalist Nominations consents to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or any challenge involved in this Promotion, or in taking or using any Prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.

7.6 The Promoter may, in its sole discretion, disqualify any or all Nominations and Submission Answers from, and prohibit further participation in the Promotion by any person or Eligible Business who tampers with or benefits from any tampering with the Nomination and/or Submission processes 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.

8. Other terms and conditions

8.1 Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria will make the Entrant ineligible for the Promotion.

8.2 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.

8.3 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.

8.4 The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.

8.5 These terms and conditions supersede any prior terms and conditions for the Promotion.

8.6 Any cost associated with accessing the Promotional Website or the Entry Website and submitting a Nomination and Submission Answers into the Promotion is the proposed Entrant's responsibility and is dependent on the internet service provider used.

8.7 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.

- 8.8 The benefits under the Promotion are not available in conjunction with any other promotion or offer by the Promoter other than the Flagstone Favourites People's Choice Awards Promotion.
- 8.9 Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 8.10 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 Nominations or Submission Answers, subject to the laws of Queensland.
- 8.11 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.
- 8.12 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**).
- 8.13 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.
- 8.14 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.
- 8.15 Where the Promotion is communicated on Facebook or Instagram, Entrants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and in the Promotion release Facebook and Instagram and its associated companies from all liability arising from the Promotion. Entrants provide their information to the Promoter and not to Facebook or Instagram.
- 8.16 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 and the Promoter consent to any information or documents being given by electronic communication including by email.

8.17 The Promotion is governed by the laws in Queensland.

9. Definitions

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

- (a) **Award Criteria** means pre-determined criteria published by the Promoter against which each member of the Panel is to assess each of the Submission Answers to determine a score out of 10 for each of the Submission Answers;
- (b) **Business Day** means a day other than a Saturday and Sunday on which banks are open in Brisbane, Queensland;
- (c) **Category** means each of the following 3 categories being:
 - (i) Excellence in Small Business Category;
 - (ii) Community Spirit Excellence Award Category; and
 - (iii) Excellence in Innovation Category;
- (d) **Category Criteria** means:
 - (i) for the Excellence in Small Business Category, means:
 - (A) an Eligible Business that has effectively driven growth and is able to demonstrate the specific strategies implemented to achieve business success and/or resilience; and
 - (B) the Eligible Business must have 1 employee or if more than one employee, less than 30 employees at the time of submission of the Nomination;
 - (ii) for the Community Spirit Excellence Award Category, means:
 - (A) an Eligible Business that works to improve the social, cultural or environmental wellbeing of the community; and
 - (B) the Eligible Business must be a social enterprise or not-for-profit organisation; and
 - (iii) for the Excellence in Innovation Category, means:
 - (A) an Eligible Business that has implemented innovative solutions for new and existing business needs through the introduction or improvement of an idea, product, method, technology, process or application; and
 - (B) the Eligible Business has no further eligibility requirements other than being an Eligible Business;
- (e) **Celebratory Event** means a celebration event to be held by the Promoter on Friday, 9 August 2024 starting at 6.00 pm (AEST) and ending at 10.00 pm

(AEST) at Flagstone Tavern, 2-4 Gates Road, Flagstone, Qld, 4280 which includes a set dinner and drinks menu, entertainment and the announcement of the Main Prize winners of each Eligible Category;

- (f) **Celebratory Event Tickets** means 2 x tickets to the Celebratory Event to joint the value of \$150.00 plus GST (\$165.00 including GST);
- (g) **Community Spirit Excellence Award Category** means the Category of the Promotion which recognises an Eligible Business that works to improve the social, cultural or environmental wellbeing of the community;
- (h) **Eligibility Criteria** means a Nomination by an Eligible Business which has satisfied these terms and conditions;
- (i) **Eligible Business** means a business:
 - (i) with their business address located in the suburb of Flagstone, Queensland 4280 but excluding a business with their business address located in the suburb of Flagstone, Queensland 4280 which is owned by any directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and/or Peet Limited ACN 008 665 834;
 - (ii) which has been operating for at least 12 months; and
 - (iii) which has an Australian Business Number;
- (j) **Eligible Nomination** means those Nominations which are validated by the Promoter to meet the Eligibility Criteria, acting reasonably;
- (k) **Entry Website** means <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/excellenceawards> which may also be accessed via:
 - (i) the Promotion Website by clicking on the 'Nominate here' button;
 - (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>;
- (l) **Excellence in Innovation Category** means the category of the Promotion which recognises an Eligible Business that has implemented innovative solutions for new and existing business needs through the introduction or improvement of an idea, product, method, technology, process or application;
- (m) **Excellence in Small Business Category** means the category of the Promotion which recognises an Eligible Business that has effectively driven growth and is able to demonstrate the specific strategies implemented to achieve business success and/or resilience;

- (n) **Finalist Announcement Date** means 22 July 2024;
- (o) **Finalist Submissions** means, for each Category, the top 3 Submission Answers (or up to the top 3 Submission Answers if there are less than 3) which have received the highest Scores, subject to these terms and conditions;
- (p) **Flagstone Favourites People's Choice Awards Promotion** means the promotion of the same name being conducted separately by the Promoter between 24 April 2024 and 14 July 2024, as may be extended by the Promoter, the terms and conditions which can be found at <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/peoplechoiceaward>;
- (q) **Flagstone Focus** means the 'Flagstone Focus' magazine which is published and distributed by the Promoter digitally and physically, with limited distribution;
- (r) **Main Prize** means:
- (i) Celebratory Event Tickets (valued at \$165.00);
 - (ii) a trophy and certificate (valued at over \$55.00);
 - (iii) one year's membership to the Logan Regional Chamber of Commerce (valued at \$132.00);
 - (iv) the Entrant's Eligible Business profiled on a half page in a special spread in the Flagstone Focus next published after the Celebratory Event (valued at \$1,650.00);
 - (v) one (1) ticket to social media strategic planning workshop conducted by Mondaze Media (valued at \$550.00);
 - (vi) one (1) hour photography session for the purpose of building the Entrant's Eligible Business' brand or product awareness from KWP Studios (valued at \$330.00);
 - (vii) promotion of the Entrant's Eligible Business on the approximately 1.5 metre x 1 metre digital billboard located on the corner of Homestead Drive and Branson Street, Flagstone, Queensland, 4280 for 4 weeks on the following conditions:
 - (A) the content of the advertisement is to be approved by the Promoter, acting reasonably;
 - (B) the advertisement will be exclusively for the promotion of the Entrant's Eligible Business;
 - (C) the billboard will not be exclusively used for the advertisement of the Entrant's Eligible Business and will be shared with approximately 8 other advertisers on a rotation basis (such rotation is approximately 3 minutes for each advertisement); and

(D) as the main prize winners of the other Categories have also won this prize, the order of precedence for the commencement of the 4 week advertising placement (along with the other winners of the other Categories) is to be determined by the Promoter. The first advertisement for the winners of the Categories will commence within 4 weeks after the Celebratory Event and the next selected winners will follow immediately after the 4 week period has ended for the prior winner of a Category,

(valued at \$550.00); and

(viii) promotion of the Entrant's Eligible Business on the approximately 6 metre x 3 metre non-digital billboard located on Homestead Drive, Flagstone, Queensland, 4280 exiting the Flagstone Estate for 4 weeks on the following conditions:

(A) the content of the advertisement is to be approved by the Promoter, acting reasonably; and

(B) the advertisement will not be an exclusive advertisement for the Entrant's Eligible Business and will include all other first place winners of all other Categories,

(valued at \$1,100.00),

with the total value per Category being \$4,532.00;

(s) **Nomination** means a nomination submitted by the closing of the Promotion Period pursuant to clause 2.1;

(t) **Panel** means a panel of 4 judges as follows:

(i) Promoter - one person with the title 'Community Development Executive' or 'Commercial Development Manager';

(ii) Logan Regional Chamber of Commerce - one person who is a committee representative (**Head Panel Member**);

(iii) Logan City Council - one person who is a representative from the Logan office of Economic Development Queensland; and

(iv) Queensland Government - the member for Jordan, Charis Mullen MP;

(u) **Prize** means all or any part of the Main Prize, Second Prize and Third Prize;

(v) **Promotion Period** means the period commencing on the start of the Nomination Promotion Period and ending at the conclusion of the Submission Promotion Period;

(w) **Promotion Website** means <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites>;

- (x) **Score** means, for the Submission Answers from each Eligible Nomination, the aggregate score assessed by the Panel using the Award Criteria for all of the Submission Answers;
- (y) **Second Prize** means Celebratory Event Tickets;
- (z) **Submission** means the submission of Submission Answers pursuant to clause 4.1;
- (aa) **Submission Answers** means the answers to the Submission Questions prepared by an Entrant of an Eligible Nomination and each answer must:
 - (i) respond to and answer the Submission Question to which it relates;
 - (ii) be for at least 25 words; and
 - (iii) be limited to a maximum of 250 words;
- (bb) **Submission Questions** means 3 separate questions to be answered by an Entrant of an Eligible Nomination (that relates to the Category the subject of the Eligible Nomination) to enable assessment against the Award Criteria, copies of which are published on the Entry Website;
- (cc) **Submission Website** means the website where the Submission is to be submitted via (a link of which is provided to Entrants of Eligible Nominations); and
- (dd) **Third Prize** means Celebratory Event Tickets.

10. Privacy

- 10.1 **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)*.
- 10.2 **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.
- 10.3 **Privacy Officer** - Peet's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
- 10.4 **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.

- 10.5 **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.
- 10.6 **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.
- 10.7 **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.