

Flagstone Favourites People's Choice 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 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 Businesses.
- 1.5 The Promotion is separated into 2 phases:
 - (a) Nomination Period: Eligible Businesses nominate themselves in one Category by submitting a Nomination within the Nomination Promotion Period; and
 - (b) Voting Period: following confirmation of the Eligible Categories and Eligible Nominations by the Promoter (after the close of the Nomination Promotion Period), the top 3 winners of each Eligible Category of the Promotion are determined by Public Vote within the Voting Promotion Period.
- 1.6 Phase 1 of the Promotion commences at 9.00am (AEST) on 24 April 2024 and concludes at 5.00pm (AEST) on 26 May 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 31 May 2024 and concludes at 5.00pm (AEST) on 14 July 2024 (**Voting Promotion Period**). The Promoter may extend the Voting Promotion Period at its sole discretion (**Extended Voting Promotion Period**). Details of any Extended Voting Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Voting Promotion Period include any Extended Voting Promotion Period, where applicable.
- 1.8 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.
- 1.9 No late Nominations or Votes will be accepted.

1.10 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. Nominations during the Nomination Promotion Period

2.1 Subject to these terms and conditions, during the Nomination Promotion Period, a nomination can be submitted by an Eligible Business (**Entrant**) by visiting the Entry Website and:

- (a) selecting the Category most relevant to the Entrant;
 - (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 cannot submit a Nomination for more than one Category or 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 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. Category Selection

- 3.1 Each Eligible Business may only have one Nomination in one Category. Each Eligible Business must only submit their Nomination into the Category that is relevant to their business. If there is more than one Category that is relevant to their business, the Eligible Business may choose which of those relevant Categories to submit a Nomination for, for example, a home day care business may choose whether to submit a Nomination in the Home Business Category or the Education Category.
- 3.2 If the Promoter determines, acting reasonably, that the Category selected by an Entrant is not the appropriate Category for that Entrant's Eligible Business, 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 a reasonable time after making such determination.
- 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 a reasonable time after making such determination.

4. Successful Nominations and Determination of Eligible Categories

- 4.1 During the Nomination Period and at the close of the Nomination Promotion Period and before the commencement of the Voting Promotion Period, the Promoter will review and validate all Nominations and Entrants and those Nominations that are verified by the Promoter to meet 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.
- 4.2 If the Promoter deems a Nomination or Entrant invalid pursuant to clause 4.1, the Promoter will communicate such to the relevant Entrant before the commencement of the Voting Promotion Period.
- 4.3 A Category will only be recognised as an Eligible Category once a minimum of four (4) Eligible Nominations are submitted in the Category during the Nomination Promotion Period.
- 4.4 If a minimum of four (4) Eligible Nominations is not received for a Category at the closing of the Nomination Promotion Period, then:
- (a) in relation to the Nominations received for that Category:

- (i) if an Eligible Business the subject of a valid Nomination is relevant to a different Category in the Promotor's reasonable opinion, then the Promoter may move the Nomination to a different Category selected by the Promotor; or
 - (ii) if the Eligible Business the subject of a valid Nomination is not relevant to a different Category in the Promotor's reasonable opinion, then that Nomination will be deemed invalid; and
- (b) the Category will be closed and removed from the Public Vote phase of the Promotion,

and the Promotor will give notice of such to the relevant Entrants by email and/or telephone within a reasonable time after the end of the Nomination Promotion Period.

- 4.5 Only the Eligible Categories and Eligible Nominations will form part of phase 2 of the Promotion and move to the Public Vote during the Voting Promotion Period.

5. Phase 2 of the Promotion - Public Vote during the Voting Promotion Period

- 5.1 During the Voting Promotion Period, Votes can be submitted by individuals accessing the Voting Website. Details of who may submit a Vote during the Voting Promotion Period and the terms and conditions of the Public Vote are set out in the terms and conditions of the Flagstone Favourites People's Choice Awards - Public Voting Competition.
- 5.2 For each Eligible Category, there will be 3 winners determined by the Public Vote by the expiry of the Voting Promotion Period as follows:
 - (a) a first place winner;
 - (b) a second place winner; and
 - (c) a third place winner.
- 5.3 The winners of the Prizes are determined by chance and each Eligible Nomination has an equal chance of winning.
- 5.4 At the close of the Voting Promotion Period, all Votes will be totalled and the Eligible Nominations will be ranked in order of valid Votes received from the highest to the lowest.
- 5.5 Following validation in clause 5.4, by the Finalist Announcement Date, the Promoter will contact the Entrants of the Finalist Nominations by email and/or telephone to notify them that their Nominations are a Finalist Nomination in their Eligible Category in the Promotion and have each won the Celebratory Event Tickets. Each Entrant of the Finalist Nominations will not be notified as to whether they are or are not the first place winner in their Eligible Category at that time. The first place winner and winner of the Main Prize in each Eligible Category will be announced at the Celebratory Event.
- 5.6 If an Entrant of a Finalist Nomination attempted to be contacted by the Promoter by the Finalist Announcement Date pursuant to clause 5.5 cannot be contacted within five (5)

Business Days after the Finalist Announcement Date, the Entrant for the relevant Finalist Nomination will:

- (a) forfeit the Celebratory Event Tickets; and
- (b) still be entitled to its place as an Entrant of a Finalist Nomination and is still entitled to the Main Prize set out in paragraphs (ii) to (vi) 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 Nomination from the same Eligible Category the forfeited Celebratory Event Tickets as determined by a random draw, such draw to be conducted two (2) Business Days later.

- 5.7 If clause 5.6 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 give the remaining Entrant of a Finalist Nomination from the same Category the forfeited Celebratory Event Ticket.
- 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, as there is no remaining Entrant of a Finalist Nomination for the relevant Category, the Promoter will give the forfeited Celebratory Event Tickets to a winner from another Eligible Category as determined by a random draw of all first, second and third place winners from all other Eligible 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 an Eligible Nomination claims them by the time of the Celebratory Event.
- 5.10 An Entrant of an Eligible Nomination who has been drawn as a winner in a re-draw of any forfeited Celebratory Event Tickets referred to in clauses 5.6 to 5.9 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 an Eligible Nomination 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 Nominations 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 \$2,662.00 (including GST), per Eligible Category. If there are 10 Eligible Categories, the total prize pool is AUD \$26,620.00 (including GST) and it will be less if there are fewer than 10 Eligible Categories.
- 6.2 The first place winner of each Eligible Category will be the Eligible Nomination with the most Votes at the closing of the Voting Promotion Period and will win the Main Prize.

- 6.3 The second place winner of each Eligible Category will be the Eligible Nomination with the second most Votes at the closing of the Voting Promotion Period and will win the Second Prize.
- 6.4 The third place winner of each Eligible Category will be the Eligible Nomination with the third most Votes at the closing of the Voting Promotion Period and will win the Third Prize.
- 6.5 Notwithstanding clauses 6.2 to 6.4, if more than one Eligible Nomination has the same number of Votes:
- (a) the ranking of those Eligible Nominations will be determined by a random draw of those Eligible Nominations with the first drawn to be deemed to have the highest number of Votes and then the subsequent drawn Eligible Nomination to be the next highest number of Votes and so on until all Eligible Nominations with the same number of Votes are ranked; and
 - (b) the ranking of any Eligible Nominations with lower numbers of Votes than those referred to in clause 6.5(a) will be after those Eligible Nominations referred to in clause 6.5(a).
- 6.6 An example of clause 6.5(a) is as follows:
- (a) there are four (4) Eligible Nominations in a Category;
 - (b) two (2) Eligible Nominations share the highest number of Votes, one (1) Eligible Nomination has the second highest number of Votes and one (1) Eligible Nominations has the third highest number of Votes;
 - (c) the two (2) Eligible Nominations which share the highest number of Votes are put into a random draw;
 - (d) the first Eligible Nomination drawn in the random draw referred to in clause 6.6(c) is deemed to be the Eligible Nomination with the highest number of Votes and the second drawn Eligible Nomination drawn in the random draw referred to in clause 6.6(c) is deemed to be the Eligible Nomination with the second highest number of Votes;
 - (e) the one (1) Eligible Nomination which had the second highest number of Votes as referred to in clause 6.6(b) is now deemed to be the Eligible Nomination with the third highest number of Votes; and
 - (f) the one (1) Eligible Nomination which had the third highest number of Votes as referred to in clause 6.6(b) is now deemed to be the Eligible Nomination with the fourth highest Score and will not win any Prize.
- 6.7 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.

- 6.8 The part of the Main Prize set out in paragraphs (ii) to (vi) 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 (vi) 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.
- 6.9 An Entrant of a Finalist Nomination does not need to be present at the Celebratory Event to win the Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize.
- 6.10 If the winner of a Main Prize does not collect the Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize in accordance with clause 6.8, the winner will:
- (a) forfeit the Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize; and
 - (b) the Promoter will give the second place winner from the same Eligible Category the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize.
- 6.11 If clause 6.10 applies and the second place winner from the same Eligible Category cannot be contacted within five (5) Business Days after the forfeit:
- (a) the second place winner from the same Eligible Category will forfeit the Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize; and
 - (b) the Promoter will give the third place winner from the same Eligible Category the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize.
- 6.12 The process in clause 6.11 will continue for the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize until it is claimed, however, if there is no category place winner from the same Eligible Category as the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize, the Promoter will give the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize to the second place winner from another Eligible Category as determined by a random draw of all second place winners from all other Eligible Categories, such draw to be conducted two (2) Business Days later. This process will continue for the forfeited Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize until it is claimed, Once

claimed, the Main Prize set out in paragraphs (ii) to (vi) of the definition of Main Prize must be collected in accordance with clause 6.8.

- 6.13 The Prizes are not redeemable for cash and is 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 6.5 and 6.8.
- 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 Nominations 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 Nominations 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 maximum 100 word biography of the Entrant's Eligible Business which was submitted with the Eligible Nomination as a base for phase 2 of the Promotion and may edit such biography as determined by the Promoter acting reasonably (such as to correct spelling mistakes, paraphrase, summarise or correct grammatical errors).
- 7.3 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 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 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.
- 7.4 The Entrants of the Finalist Nominations 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.
- 7.5 The Promoter may, in its sole discretion, disqualify any or all Nominations 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 Public Vote 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 an Entry 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 Excellence 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, 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) **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 following 10 categories being:
 - (i) Retail;
 - (ii) Professional Services;
 - (iii) Beauty Services;
 - (iv) Healthcare and Wellbeing;
 - (v) Eateries;
 - (vi) Education;
 - (vii) Not-for-profit community groups;
 - (viii) Leisure and Sports;
 - (ix) Trades and Services; and
 - (x) Home Business;
 - (c) **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;
 - (d) **Celebratory Event Tickets** means 2 x tickets to the Celebratory Event to joint the value of \$150.00 plus GST (\$165.00 including GST);

- (e) **Eligibility Criteria** means a Nomination by an Eligible Business which has satisfied these terms and conditions;
- (f) **Eligible Business** means a business 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:
 - (i) 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; and
 - (ii) any of the agencies or companies associated with promoting or marketing this Promotion;
- (g) **Eligible Categories** means those Categories which have either:
 - (i) received at least four (4) Nominations during the Nomination Promotion Period; or
 - (ii) received less than four (4) Nominations during the Nomination Promotion Period but pursuant to clause 4.4(a)(i), receives additional Nominations from a Category that received less than four (4) Nominations during the Nomination Promotion Period and as a consequence, has at least four (4) Nominations.
- (h) **Eligible Nomination** means those Nominations which are validated by the Promoter to meet the Eligibility Criteria, acting reasonably;
- (i) **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 '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>;
- (j) **Finalist Announcement Date** means 22 July 2024;
- (k) **Finalist Nominations** means, for each Eligible Category, the top 3 Eligible Nominations which have received the most number of Votes during the Voting Promotion Period;
- (l) **Flagstone Excellence Awards Promotion** means the promotion of the same name being conducted separately by the Promoter during the Promotion Period;

- (m) **Flagstone Favourites People's Choice Awards - Public Voting Competition** means the promotion of the same name being conducted separately by the Promoter between 31 May 2024 and 14 July 2024, as may be extended by the Promoter, the terms and conditions which can be found during that period at <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/peoplechoiceaward>;
- (n) **Flagstone Focus** means the 'Flagstone Focus' magazine which is published and distributed by the Promoter digitally and physically, with limited distribution;
- (o) **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 quarter page in a special spread in the Flagstone Focus next published after the Celebratory Event (valued at \$1,100.00);
 - (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),
- with the total value per Eligible Category being \$2,332.00 (including GST);
- (p) **Nomination** means a nomination submitted during the Nomination Promotion Period pursuant to clause 2.1;
- (q) **Prize** means all or any part of the Main Prize, Second Prize and Third Prize.
- (r) **Promotion Period** means the period commencing on the start of the Nomination Promotion Period and ending at the conclusion of the Voting Promotion Period;
- (s) **Promotion Website** means <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites>;
- (t) **Public Vote** means the public voting procedure set out in the terms and conditions of the Flagstone Favourites People's Choice Awards - Public Voting Competition;
- (u) **Second Prize** means Celebratory Event Tickets;
- (v) **Third Prize** means Celebratory Event Tickets;

- (w) **Votes** means a vote submitted during the Voting Promotion Period (in accordance with the Public Vote) for an Eligible Nomination to have an opportunity to win a Prize; and
- (x) **Voting Website** means the website where Votes can be submitted during the Voting Promotion Period which be found during that period at <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/flagstonefavourites/peoplechoiceaward>.

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.