

## Win A \$250 Coles Myer Gift Card - Peet Lightsview Apartments Westfield Promotion

### TERMS AND CONDITIONS

The 'Win A \$250 Coles Group & Myer Gift Card Promotion' (Promotion) will take place from Monday 8th April 2019 to Sunday 14th April 2019 and is subject to terms and conditions and eligibility criteria, details of which are outlined below and are available at [www.lightsview.com](http://www.lightsview.com) and the Lightsview Sales and Information Centre. All matters relating to the Promotion are subject to change without notice at Peet's absolute discretion. The Promotion and the material associated with the Promotion do not form part of any contract for the purchase of any Peet product. Promotion entrants should review any such contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding with any purchase.

#### 1. PROMOTION DETAILS

- 1.1. In these terms and conditions and any marketing materials and advertisements relating to the Promotion, **Peet** means Peet Limited ACN 008 665 834 and its related bodies corporate including, but not limited to Peet Lightsview Apartments Pty Limited as the seller of the land at Lightsview.
- 1.2. The 'Win A \$250 Coles Group & Myer Gift Card Promotion' (Promotion) commences on Monday 8th April 2019 at 8am (CST) and concludes on Sunday 14th April 2019 at 11.59pm (CST) (Promotion Period). Peet may extend the Promotion Period at its sole discretion (Extended Promotion Period). Details of any Extended Promotion Period will be posted on the Promotion website [www.lightsview.com.au](http://www.lightsview.com.au). References in these terms and conditions to the Promotion Period include any Extended Promotion Period where applicable.
- 1.3. The Promotion is only valid during the Promotion Period. The Promotion details are correct at the time of publication of this document but may change at Peet's absolute discretion at any time. Peet will post any changes to these details (including these terms and conditions) on the Promotion website [www.lightsview.com](http://www.lightsview.com). The details of the Promotion are as follows:
  - (a) Customers can visit [www.lightsview.com](http://www.lightsview.com), the Peet Lightsview Apartments Westfield Tea Tree Plaza Stand located at 976 North East Road, Modbury, or the Peet Lightsview Sales and Information Centre located on East Parkway, Lightsview, between Monday 8th April 2019 to Sunday 14th April 2019 to fill out an 'entry form'. There is a limit of one 'entry form' per customer. Peet takes no responsibility for lost, late, incomplete, illegible or misdirected 'entry forms' and such entries will not be replaced unless Peet otherwise agrees.
  - (b) Promotion entrants must fill out their name, address, phone number and email on an 'entry form'.
  - (c) At the end of the Promotion Period, Peet will draw at random three 'entry forms' from those that have been submitted during the Promotion. Only 'entry forms' which meet the criteria set out in paragraphs 1.4(b) above will be eligible for the draw. If the 'entry form' drawn meets the criteria set out in paragraph 1.4(b) above, the people who have submitted these 'entry forms' (**Winner**) will be given one of three prizes. First drawn will receive one Coles Group & Myer Gift Card of \$250.00 (including GST).
  - (d) If the 'entry forms' drawn do not meet the required criteria, Peet will draw another 'entry form' at random until an 'entry form;' which meets the criteria in paragraph 1.4(b) has been drawn.
  - (e) Peet will endeavour to contact the Winner by telephone, email or letter within one week from the end of the Promotion Period. The Winner will be required to confirm their full name and home address for the prize to be mailed. Alternatively, Peet may agree that the Winners can collect their prizes from the Lightsview Sales and Information Centre.

#### 2. PRIZE TERMS AND CONDITIONS

- 2.1. Prizes cannot be transferred, sold, or exchanged for cash.
- 2.2. In the event of any dispute as to eligibility for the Promotion or for the prizes, eligibility will be determined by Peet and Peet's decision will be final and binding.
- 2.3. Where Peet cannot contact the Winner within 2 months of the end of the Promotion Period, the prizes will be forfeited to Peet and the Winner will have no claim or recourse against Peet in relation to the forfeited prizes.

#### 3. GENERAL

- 3.1. The Promotion cannot be used in conjunction with any other promotion or offer, unless otherwise agreed by Peet.
- 3.2. By entering into the Promotion, an entrant is deemed to have read, understood and accepted these terms and conditions.
- 3.3. The Promotion may be withdrawn at Peet's discretion, and these terms and conditions may be amended by Peet, at any time during the Promotion Period. Details of amended terms and conditions will be posted on the Promotion website [www.lightsview.com.au](http://www.lightsview.com.au).
- 3.4. Failure by Peet to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 3.5. Peet will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion (except for any liability which cannot be excluded).

by law), nor for any restriction of Peet's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.

- 3.6. 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 *Australian Consumer Law* or other consumer protection laws in South Australia which cannot be contracted out of (**Non-Excludable Guarantees**), provided that, to the extent that Australian Consumer Law permits Peet to limit its liability, then Peet's liability will be limited to:
- (a) in case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
  - (b) in the case of goods, the cost of replacing the goods, supplying the equivalent goods or having the goods repaired, or may of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 3.7. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) excludes all liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion, and to the maximum extent permitted by law, you agree to indemnify and hold harmless Peet (and its officers, employees and agents) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Promotion and any component of the awarded Prizes.
- 3.8. Peet 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.

#### **4. PRIVACY**

- 4.1. Peet is collecting personal information associated with the Promotion in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Peet may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the entrant informs Peet otherwise.
- 4.2. Peet may share personal information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Peet may also disclose personal information to third parties as required or authorised by law. Peet does not routinely disclose personal information overseas.
- 4.3. Peet's privacy policy explains how Promotion entrants can seek to access and/or correct the personal information that Peet holds about them, as well as how Promotion entrants can make a complaint about the way in which Peet handles Promotion entrants' personal information and how Peet deals with complaints. Promotion entrants can access Peet's privacy policy at [www.peet.com.au/privacy-policy](http://www.peet.com.au/privacy-policy). Queries in relation to personal information collected by Travel Tree Australasia should be directed to Travel Tree Australasia.
- 4.4. If a Promotion entrant does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 8100 2300 and Peet will ensure that their personal information is not used for that purpose.