

**TERMS AND CONDITIONS FOR CHIFLEY
“BONUS Lumira ‘Cypres De Provence’ Candle” 2020 PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**BONUS Lumira ‘Cypres De Provence’ Candle**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 14 years or over. Entrants under 18 years old must have parent/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
3. The following are ineligible: (i) employees of the Promoter, Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust, any retailers within Chifley (“**Participating Centre**”) or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (“**Promotion Period**”).

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

LIMITS ON ENTRY

6. Limit of one (1) entry permitted per eligible person.

PRIZES

7. The prize or prizes to be awarded are indicated in Item 5. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.

GENERAL

8. Incomplete, indecipherable or illegible entries will be deemed invalid.

9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
11. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
12. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
13. Total prize pool value is the value indicated in Item 5.
14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
18. The Promoter's decision is final and no correspondence will be entered into.

19. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

21. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into Chifley database. The Promoter, Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant’s request, all information provided will be removed from our active database. To request details to be removed, please go to <https://www.chifley.com.au/about/contact-us> and email Concierge or write to Centre Management, Level 19, 2 Chifley Square Sydney NSW 2000. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <https://www.charterhall.com.au/privacy-policy>. All entries remain the property of the Promoter.

22. The “**Promoter**” is Charter Hall (in its capacity as the managing agent for Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust) C/- Chifley Tower, Centre Management, Level 19, 2 Chifley Square Sydney NSW 2000.

23. “**Charter Hall Wholesale Management Limited as Trustee for The Chifley Tower Trust**” means the Promoter, each of the Promoter’s related bodies corporate, each person with whom the Promoter or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Promoter or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity.

Item 1

Promotion commences

Date: Monday 3 August 2020

Time: 9:30am

Item 2

Promotion Closes

Date: Friday 2 October 2020

Time: 6:00pm

Item 3

To enter, individuals must, during the promotional period must: Spend equal to or beyond \$150.00, in A) single transaction or B) multiple transactions at one or more of the participating Chifley retailers (Anna Thomas, Aquila, Argy’s Tailoring & Alterations, Azuma, Chifley Pharmacy (excluding prescriptions), Chifley Shoeworx, District Brasserie, Ella Blues, Encasa Rapido, Fishbowl Sashimi Bar, Karen Gee, Lifestyle Optical, Lizunova Fine Jewels, Marina Rinaldi, Maurice Dry Cleaners, M.J. Bale, Nina Armando, Oporto, Pen Ultimate, Roll’d, SAL, SOMA Collection (excluding membership fees), Soul Origin, Suit Shop, Sushi Hub, The Chifley Barber, The Gardens, The Nail Lab, Top Juice, Vanquish Hair) present their receipt(s) to the Concierge team located on Ground Floor, 2 Chifley Square Sydney NSW 2000, fill in customer details provided by the Concierge team. Upon completing the customer details, the Concierge team will then issue the customer with one (1) Lumira ‘Cypres De Provence’ Candle (whilst stock lasts).

Item 4 – (N/A)

Draw Date

Date:

Time:

Item 5

Prize or prizes to be awarded include:

One (1) Lumira 'Cypres De Provence' Candle

The prize is strictly non-transferable, non-endorsable and not redeemable for cash.

Item 6 – (N/A)

Unclaimed Prize Draw

Date:

Time:

Item 7

Value of prize is: \$70.00