ST. COLLINS LANE I MOTHER'S DAY COMPETITON

1. To be eligible to enter the ST. COLLINS LANE Mother's Day Competition (**the Promotion**) you must be:

a. an Australian resident;

b. aged 18 years and over at the time of entry; and

c. complies with these terms and conditions;

(Eligible Entrant).

2. Employees of the Promoter, their families, agents and any other person professionally connected with this Promotion are not eligible to enter.

3. Entry into the Promotion constitutes acknowledgment and acceptance of these terms and conditions. Information on how to enter, all entry instructions, advertising material and prize information published by the Promoter form part of these terms and conditions.

4. This Promotion is in no way sponsored, endorsed or associated with Facebook or Instagram.

5. The information you provide is to the Promoter. By entering this Promotion you consent to the Promoter's use of your personal details (including, but not limited to, name, likeness, image and/or voice).

6. To enter, Eligible Entrants must visit the ST. COLLINS LANE website (www.stcollinslane.com.au). Eligible Entrants will need to provide their first name, last name, email, phone number and postcode and state who the queen in their life is and what makes them special within the competition entry form on the St. Collins Lane website (<u>https://stcollinslane.com.au/competition</u>).

7. By entering the competition, entrants agree to sign up to the St. Collins Lane EDM database. If entrants are already a member of the EDM database, the entry is still valid.

8. This is a game of skill and chance plays no part in determining the Prize Winner. Entries are judged based on their creative merit, which will be awarded for entries that truly capture the reason why the selected person is the queen in their life.

9. Judging will be conducted by the Promoter's representatives (Judges). The Judges will select a winner on Friday, 10 May at 5:00PM, at Papermill Media (1/31 Izett Street, Prahran, Victoria, 3181) that, in their opinion, are the most creative and original entries (**Prize Winner**). The Judges' decision is final, and no correspondence will be entered into.

10. The Prize winner will be notified via email and/or phone and will be required to respond to the email, phone call or text message within five business days of the notification being sent. In the event that the Prize Winner does not contact ST. COLLINS LANE in time, the Promoter may choose and contact a new prize winner. The Promoter is not responsible in the event that the Prize Winner does not receive the prize as a result of having submitted an incorrect/incomplete address.

11. This Promotion will commence on 4/5/19 10:00AM and will run through to 10/5/19 5:00PM) (**Promotion Period**). All entries must be received within the Promotion Period. Entries will be deemed accepted at the time of receipt and not at the time of transmission.

THE ST. COLLINS LANE MOTHER'S DAY PRIZE PACK INCLUDES:

- $10 \times high$ tea experiences for two people at Royal St. Collins, valued at \$119AUD each (1 x high tea experience for two people per winner)

The prize, or any unused portion of the prize, is not transferrable or redeemable for cash and the dates are not negotiable. The prize values are the recommended retail value as provided by the supplier and are correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. Total prize pool is valued at RRP \$1,190AUD

12. Multiple entries are not allowed. Applications via agents/third parties or by using multiple email accounts are not permitted.

13. The Promoter has the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any individual who tampers with the entry process or submits an entry not in accordance with these terms and conditions. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.

14. It is a condition of the prize that the Prize Winner must comply with all the condition of use of the prize, including any supplier's requirements or conditions.

15. Entrants hereby release, discharge, and agree to hold harmless the Promoter, ST. COLLINS LANE, its employees and assigns, from all claims, causes of action and liability of any kind, based upon or arising out of the Imagery and participating in the Promotion or prize, including without limitation, claims of privacy, defamation, trade mark infringement, and copyright infringement.

16. The Promoter cannot guarantee continuous, uninterrupted or secure access to the website and is not responsible for any disruption to the promotion due to technical problems or otherwise due to events outside of its reasonable control. Proof of submitting an email is not proof of receipt by the Promoter and the Promoter verification of entries will be at the Promoter's sole discretion.

17. To the full extent permitted by law, the Promoter, its officers, employees and agents, related companies and all those entities' personnel exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or prizes, including but not limited to: (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control; (ii) any theft, unauthorised access or third party interference; (iii) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (iv) any variation in prize value to that stated in these terms and conditions; (v) any tax liability incurred by the Prize Winner or entrant; (vi) any prize(s) or participation in or

use of any prize(s);(vii) any direct, indirect economic or consequential loss; (viii) any loss arising from negligence; (ix) any liability for personal injury or death. Nothing in these terms and conditions limit, exclude or modify the statutory consumer guarantees as provided under the competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia.

The promoter is The Trust Company (Australia) Limited ATF the AP AUSCL 260 Collins Sub Trust in their capacity as owner of the asset at 260 Collins Street MELBOURNE VIC 3000 (known as 'St Collins Lane') ABN 42 000 001 007