

**WESLEY QUARTER AND TRINITY ARCADE
SHOP WESLEY + SHOP TRINITY CAMPAIGN:
TERMS & CONDITIONS**

Background to Promotion

1. Wesley Quarter precinct, located at Wesley Quarter, 93 William Street, bounded by Hay, William & Murray Streets, Perth, WA, 6000 (**Wesley Quarter**), is managed by Lease Equity Pty Ltd, owned by Uniting Church in Australia Property Trust (WA) ABN 93 351 192 498 (**The Uniting Church in the City**).
2. Trinity Arcade precinct, located at Trinity Arcade, 72 St Georges Terrace, 671 Hay Street, Perth, WA 6000 (**Trinity Arcade**), is managed by Lease Equity Pty Ltd, owned by Uniting Church in Australia Property Trust (WA) ABN 93 351 192 498 (**The Uniting Church in the City**).
3. Assembly & Co Pty Ltd (ABN 28 609 745 244) (**Promotor**) is the promoter of the Shop Wesley + Shop Trinity Promotion (**Promotion**), which comprises of:
 - a. various prize giveaways to be redeemed when customers spend the minimum amount allocated to this Promotion within each precinct.
 - b. the minimum spend will vary between each precinct. (**Wesley Quarter or Trinity Arcade**).
4. The Promotion commences at 9:00AM AWST on Monday 23 November 2020 and ends at 18:00PM AWST on Friday 18 December 2020 (**Promotional Period**), All references to time these terms and conditions are a reference to local time in Western Australia.
5. The following terms and conditions apply to the Promotion. Participation in the Promotion is deemed acceptance of these terms and conditions. A reference to Lease Equity Pty Ltd, Uniting Church or the Promotor in these terms and conditions includes, where appropriate, Lease Equity Pty Ltd, Uniting Church or the Promotor's employees, officers, volunteers, agents and contractors.

Promotion Terms and Conditions

Eligibility to enter Shop Wesley + Shop Trinity Promotion

6. Entry into the Shop Wesley + Shop Trinity Promotion is open to all persons acting on their own behalf who are Western Australian residents (**Eligible Entrants**).
7. The Shop Wesley + Shop Trinity Promotion is not open to:
 - a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons; or
 - b. directors, management, employees and agents or Lease Equity Pty Ltd, Uniting Church or the Promotor.
8. Eligible Entrants are be deemed to be the person(s) who spends the minimum amount specified in clause 11 and 12 within the precinct (**Wesley Quarter or Trinity Arcade**) and requests the Shop Wesley or Shop Trinity token to redeem their prize on-line.

How to enter the Shop Wesley + Shop Trinity Promotion

9. Wesley Quarter Participating Retailers:

- a. Aquila
- b. Chemist Discount Centre
- c. Industrie
- d. Laser Clinics Australia
- e. Wittner Shoes
- f. TAG Heuer
- g. RJ Pearce Jewellers
- h. The Painted Bird
- i. Officeworks

10. Trinity Arcade Participating Retailers:

- a. Hair By Frank Barbarich
- c. Buzz Hair Studio
- d. Diamond Nails
- e. Hair By Frank Barbarich
- f. Perth Tailoring Co.
- g. Mosaic Bites
- h. Tartine Cafe
- i. Subway
- j. Mo Espresso
- k. Koko's Dry Cleaning
- l. Mini Cute
- m. Rosendorff Diamonds
- n. Meet + Bun

11. To participate in the Shop Wesley + Shop Trinity Promotion within the Wesley Quarter Precinct, Eligible Entrants must (during the Promotional Period):

- a. spend over \$100 or more in one transaction at one of our Wesley Quarter participating retailers;
- b. collect a token from the retailer at the time of transaction;
- c. visit the Wesley Quarter website (wesleyquarter.com.au) and enter purchase information including the retailer, amount spent and token code, in addition to the entrant's full name, email address, postal address, age and phone number;
- d. once the entry has been received, the Promotor, on behalf of Wesley Quarter, will post or request collection of one (1) prize to the entrant.

12. To participate in the Shop Wesley + Shop Trinity Promotion within the Trinity Arcade Precinct, Eligible Entrants must (during the Promotional Period):

- a. spend over \$20 or more in one transaction at one of our Trinity Arcade participating retailers;
- b. collect a token from the retailer at the time of transaction;
- c. visit the Trinity Arcade website (trinityarcade.com.au) and enter purchase information including the retailer, amount spent and token code, in addition to the entrant's full name, email address, postal address, age and phone number;
- d. once the entry has been received, the Promotor, on behalf of Trinity Arcade, will post or request collection of one (1) prize to the entrant.

13. Prize Offers:

- a. X1 \$1,000 Tag Heuer Voucher (This prize cannot be posted. The winner will be contacted via email to collect the prize from the Promoter's offices prior to the Promotion end date [Monday 23 November to Friday 18 December]. Should the winner of this prize not acknowledge acceptance within (3) three days of being notified, the prize will be forfeited, and another winner will be selected.)
 - b. X1 \$1,000 Parker & Co. Voucher (This prize cannot be posted. The winner will be contacted via email to collect the prize from the Promoter's offices prior to the Promotion end date [Monday 23 November to Friday 18 December]. Should the winner of this prize not acknowledge acceptance within (3) three days of being notified, the prize will be forfeited, and another winner will be selected.)
 - c. X1 Pair of Rosendorff Diamond Earrings (Valued at \$1,600) (This prize cannot be posted. The winner will be contacted via email to collect the prize from the Promoter's offices prior to the Promotion end date [Monday 23 November to Friday 18 December]. Should the winner of this prize not acknowledge acceptance within (3) three days of being notified, the prize will be forfeited, and another winner will be selected.)
 - d. X1 \$1,000 RJ Pearce Jewellers Voucher (This prize cannot be posted. The winner will be contacted via email to collect the prize from the Promoter's offices prior to the Promotion end date [Monday 23 November to Friday 18 December]. Should the winner of this prize not acknowledge acceptance within (3) three days of being notified, the prize will be forfeited, and another winner will be selected.)
 - e. variety of gift cards totaling to \$8,000 to be used across the Wesley Quarter and Trinity Arcade precincts. (Value amounts range from \$20, \$50, \$100 and \$200.)
14. The Promoter, nor Lease Equity Pty Ltd, or the Uniting Church accept liability for any loss or damage to prizes that have been posted to the Entrant, due to any reason beyond the reasonable control of the Promoter.
 15. Should the Entrant not receive their prize, it is not under the responsibility of the Promoter, nor Lease Equity Pty Ltd, or the Uniting Church to issue another prize.
 16. Redeemable gift cards cannot be redeemed for Skinstitut products or Cosmetic Injectable Treatments at Laser Clinics Australia.
 17. Redeemable gift cards are subject to the terms and conditions enforced within each participating retail store.

Further Terms and Conditions of the Promotion

The following additional terms and conditions also apply to the Promotion:

18. Each person participates in the Promotion at their own risk.
19. The Promotor's decisions in relation to all aspects of this Promotion are final and binding on all who enter, and no correspondence will be entered into.
20. As a condition of participating in this Promotion, each participating individual licenses and grants the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display any social media content they produce for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use,

attribution or liability. Participating individuals agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

21. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Promotion or any part of the Promotion.
22. 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, Lease Equity Pty Ltd, and/or the Uniting Church, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, in their sole discretion, to the fullest extent permitted by law:
 - a. to disqualify any participant; or
 - b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
23. In addition to clauses 22 and 23, the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right to cancel, terminate, modify or suspend the Promotion at their discretion.
24. The Promoter, Lease Equity Pty Ltd, and/or the Uniting Church reserve the right, in their sole discretion, to disqualify any individual who the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church have 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 the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion.
25. Failure by the Promoter, Lease Equity Pty Ltd, and/or the Uniting Church to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
26. To the extent permitted by law, neither Lease Equity Pty Ltd, and/or the Uniting Church nor the Promoter are liable to Eligible Entrants for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the entrant's participation in the Promotion even if Lease Equity Pty Ltd, and/or the Uniting Church or the Promoter have been advised of the possibility of such loss or damages.
27. Without limiting clause 26, neither Lease Equity Pty Ltd, and/or the Uniting Church nor the Promoter are liable for:
 - a. any entry or claim for prizes that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter) including because of any failure in telecommunications equipment or service;
 - b. any financial, legal or tax liability that may arise from participation in the Promotion;
 - c. any defect or technical problem associated with the Redeemable Gift Cards or other Prizes.
28. These terms and conditions are governed by the laws of Western Australia.

Privacy Collection Statement

29. Promoter's Privacy Collection Statement

The Promoter collects personal information in order to conduct the Promotion and may, for

this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, service/product suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participating individual. Participants should direct any request to opt out, access, update or correct personal information to the Promoter.