

**TRINITY ARCADE – SKECHERS INSTAGRAM GIVEAWAY COMEPTITION
TERMS & CONDITIONS**

Background to Promotion

1. Trinity Arcade, located at Trinity Arcade, 72 St George's Terrace, Perth, WA, 6000 (**Trinity Arcade**), is managed by Lease Equity Pty Ltd (**Lease Equity**), owned by Uniting Church in Australia Property Trust (WA) ABN 93 351 192 498 (**Uniting Church in the City**).
2. Assembly & Co Pty Ltd (ABN 28 609 745 244) (**Promoter**) is the promoter of the Skechers Instagram Giveaway Competition (**Promotion**), which comprises of:
 - a. A social media giveaway competition to win 10 X \$100 Skechers vouchers from Skechers, Trinity Arcade. (**Prize Competition**).
3. The Promotion is open for a limited time. The Promotion commences at 9:00AM AWST on Monday 3 January 2022 and ends at 11.59PM AWST on Sunday 16 January 2022 (**Promotional Period**). All references to time in these terms and conditions are a reference to local time in Western Australia.
4. The following terms and conditions apply to the Promotion. Participation in the Promotion is deemed acceptance of these terms and conditions. A reference to the Uniting Church in the City, Lease Equity or the Promoter in these terms and conditions includes, where appropriate, Uniting Church in the City, Lease Equity or the Promoter's employees, officers, volunteers, agents and contractors.

Promotion Terms and Conditions

Eligibility to enter the Prize Competition

5. Entry to the Prize Competition Promotion is open to all natural persons acting on their own behalf who are Western Australian residents (**Eligible Entrants**).
6. The Prize Competition 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 of Lease Equity, Uniting Church in the City or the Promoter (and any of Lease Equity and/or Uniting Church in the City's Related Bodies Corporate' as defined in the Corporations Act 2001 (Cth)) or of the Promoter, and their immediate families.
7. The Eligible Prize Competition Entrant will be deemed to be the person who submits an entry. If there is a dispute as to the identity of an Eligible Prize Competition Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Prize Competition Entrant (including an Eligible Prize Competition Entrant's identity, age and place of residence).
8. In order to enter the Prize Competition, the Eligible Prize Competition Entrant must:

Comment and tag 3 Instagram accounts in one comment under the Giveaway Competition Instagram Post posted on Trinity Arcade's Instagram channel on Monday 3 January 2022.

Entrants must be following the listed Instagram accounts below:

@SkechersAustralia

@TrinityArcade_

9. Eligible Prize Competition Entrants may only submit multiple entries, per person.
10. The Promoter reserves the right to remove or disqualify an Eligible Prize Competition Entrant or their entry from the Prize Competition if the Promoter, in its absolute discretion, deems that the entry or the Eligible Prize Competition Entrant's continued involvement in the Prize Competition will (in any way) negatively impact on the success of the Prize Competition and/or negatively influence the general purpose of the Prize Competition. No correspondence will be entered into.

Drawing of winners

11. There will be ten winners of the Prize Competition which will be drawn at random on Monday, 17 January 2022 by an authorised person of the Promoter (**Draw**). The Promoter will also select an additional reserve entry, in case an invalid or ineligible entrant is selected, or in the event that the Prize is not claimed.

12. The Promoter will notify the winner of the Prize Competition via Instagram Direct Message to the Instagram Account used to submit their competition entry under the Trinity Arcade Competition Instagram Post (**Winner's Direct Message Notification**).
13. The Promoter, nor Lease Equity, or Uniting Church in the City 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.
14. Should the Entrant not receive their prize, it is not under the responsibility of the Promoter, nor Lease Equity, or Uniting Church in the City to issue another prize.
15. To claim the Prize, the winner must show the Winner's Direct Message Notification from @TrinityArcade, together with personal identification, to a Promoter representative at Skechers, Trinity Arcade located at 675 Hay Street Mall, Perth WA 6000. There are no costs of, or associated with, claiming the Prize by the winner.

Prize

16. The winner will receive the prize. The **Prize** includes:

- 1 of 10 X \$100 gift cards

The Prize may be subject to specific terms and conditions as required by the issuer or supplier of the Prize (Skechers)

17. The Prize is non-transferrable, non-refundable and cannot be exchanged for cash. All travel, transfers and any other extras not stated in the Prize description in clause 18 are the sole responsibility of the winner of the Prize.
18. All taxes which may be payable as a consequence of receiving or participating in the Prize Competition or receiving the Prize are the sole responsibility of the Eligible Prize Competition Entrant.
19. If the Prize or any element of the Prize becomes unavailable for reasons beyond the Promoter's control, then Lease Equity, Uniting Church in the City and the Promoter may substitute a prize or element of a prize of equal or greater value at Lease Equity,

Uniting Church in the City and the Promoter's sole discretion, subject to any written directions from any relevant authorities. The winner of the Prize will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.

20. Eligible Prize Competition Entrants forfeit all rights to receiving the Prize or participate in the Prize Competition if an Eligible Prize Competition Entrant does not comply with any of these terms and conditions.

Further Terms and Conditions of the Promotion

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

21. Each person participates in the Promotion at their own risk.
22. The Promoter'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.
23. As a condition of participating in this Promotion, each participating individual licenses and grants the Promoter, Lease Equity, and/or Uniting Church in the City, 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.
24. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter, Lease Equity, and/or Uniting Church in the City reserve the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Promotion or any part of the Promotion.

25. 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, and/or Uniting Church in the City, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter, Lease Equity, and/or Uniting Church in the City 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.
26. In addition to clauses 27 and 28, the Promoter, Lease Equity, and/or Uniting Church in the City reserve the right to cancel, terminate, modify or suspend the Promotion at their discretion.
27. The Promoter, Lease Equity, and/or Uniting Church in the City reserve the right, in their sole discretion, to disqualify any individual who the Promoter, Lease Equity, and/or Uniting Church in the City 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.
28. Failure by the Promoter, Lease Equity, and/or Uniting Church in the City to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
29. To the extent permitted by law, neither Lease Equity, and/or Uniting Church in the City 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, and/or Uniting Church in the City or the Promoter have been advised of the possibility of such loss or damages.
30. Without limiting clause 31, neither Lease Equity, and/or Uniting Church in the City 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 Prizes.

31. These terms and conditions are governed by the laws of Western Australia.

Privacy Collection Statement

32. 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.