

## **TERMS & CONDITIONS MELBOURNE'S GPO AND THE STRAND "BLACK FRIDAY" PROMOTION**

### **INTRODUCTION**

1. Information on how to enter and prizes form part of these Terms and Conditions.  
Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is being run at Melbourne's GPO and The Strand Melbourne (the Centre).
3. Entry to this promotion is open to all Victorian (VIC) residents, excluding employees, agents and contractors of the Promoter, employees of Melbourne's GPO and The Strand Melbourne, ISPT and Jones Lang LaSalle, retailers and their staff at Melbourne's GPO and The Strand Melbourne and the immediate family of the preceding people (parent, sibling, spouse or grandparent), who are not eligible to enter.
4. By entering this promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions. If the entrant is under the age of 18 years, each entrant's consenting parent or guardian is responsible for ensuring their familiarity with these terms and conditions at the time of participation.
5. A copy of these terms and conditions can be obtained from Melbourne's GPO website <https://www.melbournesgpo.com/> and The Strand Melbourne's website <https://www.thestrandmelbourne.com/>

### **DURATION**

6. The promotion commences at 10.00am (local time) on Friday 26 November 2021 and concludes at 5.00pm on Monday 29 November 2021, or whilst stocks last.

### **METHOD OF ENTRY**

7. Shop with participating retailers from Melbourne's GPO or The Strand Melbourne.
8. Scan Black Friday Prize Card Promotion Counter Card at point of purchase.
9. Enter details on website to submit entry.
10. Participating retailers include:
  - a) Ca De Vin – Melbourne's GPO
  - b) H&M – Melbourne's GPO
  - c) Federal Coffee – Melbourne's GPO
  - d) Larsen Jewellers – Melbourne's GPO
  - e) Absolutely Altered & Tailored – Melbourne's GPO
  - f) Acne Studios – The Strand
  - g) Asics – The Strand
  - h) COS – The Strand
  - i) Dinosaur Designs – The Strand

j) Henderson's Optical – The Strand

k) Midas – The Strand

l) Neuw Denim – The Strand

m) Onitsuka Tiger – The Strand

n) Rag & Bone – The Strand

11. There is no minimum spend to participate.
12. The winners will be notified and announced by the end of the promotional period.
13. One entry per transaction.
14. Entrants who provide incorrect, misleading or fraudulent information are ineligible in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect or misleading information may, at the discretion of the Promoter be deemed invalid.
15. Although every effort is made to ensure Participating Retailers are open during voucher redemption times, the Promoter accepts no responsibility if a Participating Retailer does not trade.
16. The Promoter will randomly select a Winner of the Prize, using a computer drawing system, from eligible entries made during the Promotion Period.
17. The prize draws will take place between 26/11/2021 and 29/11/2021.
18. The prize winners will be notified and contacted by email.

#### **RELEASE AND INDEMNITY**

19. The Promoter accepts no responsibility for the prize once collected by the entrant.
20. The Promoter accepts no responsibility for lost, late or illegible receipts.
21. The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this promotion or as a result of taking or using any prize, except for any liability which cannot be excluded by law.
22. The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
23. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law;
  - a) to disqualify any entrant; or
  - b) to modify, suspend, terminate or cancel the promotion, as appropriate.

- 24.** 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 Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.
- 25.** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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); any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 26.** 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. By opting in, entrants agree to join the 206 Bourke Street database and the Promoter 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. Entrants should direct any request to access, update or correct information to the Promoter.
- 27.** At the end of the promotion, all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been extended.
- 28.** The Promoter ensures that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.
- 29.** The laws of the State of Victoria, Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Victoria, Australia.

- 30.** The “Promoter” is JLL (in its capacity as the managing agent for ISPT PTY) C/- Melbourne’s GPO and The Strand, Centre Management, Level 2, 350 Bourke Street, Melbourne, VIC 3000.
- 31.** “ISPT Pty Ltd” 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.

**TERMINATION OF PROMOTION**

- 32.** The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 33.** 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.
- 34.** The Promoter’s decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.