

## **UNDERGROUND AT ALLENDALE SQUARE ONE PLATE TERMS & CONDITIONS**

1. Information on how to contribute to the One Plate campaign and donations form part of these Terms and Conditions. Participation in the UNDERGROUND AT ALLENDALE SQUARE ONE PLATE promotion ("Promotion") is deemed acceptance of these Terms and Conditions.
2. The promotion commences at 8:30AM AWST on MONDAY 6TH MAY 2019 and ends at 5.00PM AWST on FRIDAY 31ST MAY 2019 ("Promotional Period").
3. To participate, individuals must meet the following criteria during the Promotional Period:
  - Purchase a One Plate dish from any participating retailer at Underground at Allendale Square.
  - \$1 of each One Plate dish purchased, will be donated to the One Plate fundraising initiative by Mirvac Office & Industrial.
4. It is the customer's responsibility to purchase a One Plate dish from any participating Underground at Allendale Square retailer for the \$1 donation to be made.
5. The Promoter 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 promotion 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. In the event of war, terrorism, state of emergency or disaster, the Promoter and/or UNDERGROUND AT ALLENDALE SQUARE reserve the right to cancel, terminate, modify or suspend the promotion.
7. As a condition of participating in this promotion, each entrant licenses and grants the Promoter and UNDERGROUND AT ALLENDALE SQUARE, 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. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

8. 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 and/or Underground at Allendale Square, 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 participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
9. 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 Australian Consumer Law and Fair Trading Act 2012 (Vic), as well as any other implied warranties under the ASIC Act 2001 (Cth) 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.
10. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and UNDERGROUND AT ALLENDALE SQUARE (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); (b) 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) taking/use of and/or participation in a prize.

11. 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. 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 entrant. Entrants should direct any request to opt out, access, update or correct personal information to the Promoter.
12. The Promoter is Assembly & Co Pty Ltd (ABN 28 609 745 244), Level 2, 72 St George's Terrace Perth WA 6000.
13. "UNDERGROUND AT ALLENDALE SQUARE" means Allendale Square, managed and owned by Mirvac Office & Industrial.