



Melbourne Quarter Guitar Hero Competition – Terms and Conditions

1. The Promoter is Lendlease (Batman's Hill) Pty Ltd, ABN 34 147 913 219, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000.
2. Only persons aged 18 years of age or older (**Participant**) are eligible for the Competition.
3. The terms and conditions of this Competition are governed by the laws of Victoria and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.
4. The following person(s) are ineligible to enter the Competition:
 - a) employees of:
 - (i) the Promoter;
 - (ii) the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)); or
 - (iii) and associated agencies, companies and contractors; or
 - b) members of the Immediate Families of the employees referred to at paragraph 4(a).

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. The Competition commences on Tuesday 26 April 2022 at 12:00pm and ends on the earlier of:
 - (a) Friday 29 April 2022 at 18:00pm; and, (b) the time at which the prize allocation is exhausted. Competition times/sessions are: 12.00pm-2.00pm on Tuesday 26 April 2022 to Friday 29 April 2022; and 4.00pm-6.00pm on Thursday 28 April 2022 to Friday 29 April 2022. The Promoter may extend the Competition Period at its sole discretion (**Extended Competition Period**). Details of any Extended Competition Period will be displayed during the Competition. References in these terms and conditions to the Competition Period include any Extended Competition Period, where applicable.
6. For the Participant to be eligible to compete in the Competition, each of the following must be satisfied. The Participant must enter the Competition:
 - a) within the Competition Period;
 - b) in the manner specified for the Competition;
 - c) by the method specified for the Competition; and
 - d) only once per Competition session.
7. The player with the highest score in each two-player game of Guitar Hero will win a voucher to use at a participating Melbourne Quarter retailer to the maximum value of \$5.00, drawn at random via 'lucky dip' immediately following completion of the game. Vouchers are valid until 30 June 2022. A limited number of vouchers are available and the Competition is valid until this allocation is exhausted.
8. A judge's decision is final and no correspondence will be entered into.
9. The Promoter reserves the right to disqualify any entry that:
 - a) contains material considered by the Promoter to be inappropriate or offensive; or
 - b) was submitted in a manner considered by the Promoter to be inappropriate, which may include, but is not limited to, actions relating to computer hacking, breach of copyright or other intellectual property rights and actions that breach any relevant laws.



10. The prize(s) is/are not redeemable for cash and is personal to the winners. It cannot be transferred, exchanged or otherwise dealt with. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen vouchers once they are claimed.
11. By entering into the Competition the Participant is deemed to have accepted these terms and conditions.
12. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Competition or any prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded. Lendlease is the Promoter only. Melbourne Quarter retailers are the suppliers of the prize to the winners, and the terms and conditions of these supplies apply to the supply of the prize.
13. As a condition of accepting a prize, the winner, and any other person(s) sharing the prize with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a prize to the extent the prize is or includes a recreational service or activity.
14. The Promoter may cancel the competition and not award the prize(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the prize(s). Should the Promoter cancel the Competition the Promoter will advertise that the Competition has been cancelled by placing a notice on www.melbournequarter.com/musicfest.
15. The Promoter is not liable for any loss or damage in connection with any failure to provide the prizes or to provide the prizes in accordance with these terms and conditions where such failure is due to:
 - a) the act or omission of a third party; or
 - b) some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.