

## TERMS AND CONDITIONS

### Googong Township Driveway Portraits ('Promotion')

#### Promotion Details

1. In these terms and conditions and any marketing materials and advertisements relating to the Promotion:
  - a. 'Googong Township' means Googong Township Pty Ltd (ACN 154 514 593)
  - b. The 'Photographer' means Lightbulb Studios (ABN19 388 269 512)
  - c. 'Eligible Participants' means the Googong resident who has booked the photography session.
2. Persons who are eligible to participate in the Promotion are current residents of Googong Township's development at Googong, New South Wales ('Eligible Participants').
3. The Service is a fifteen-minute Googong-household photographic shoot taken on location at the front of the Eligible Participants house in Googong Township ('Service').
4. The Service is booked online via the supplied Booking Form link ('Booking Form').
5. The Promotion Period is the period in which the photographs are scheduled to be taken. The promotion period runs from 21 April 2020 until 31 December 2020 ('Promotion Period').
6. The Promotion only applies to photographs taken by Googong Township's contracted Photographer.
7. Eligible Participants who make an online booking in the Promotion do so on the understanding that:
  - a. There will be no fee charged to the Eligible Participant(s) for the Services.
  - b. Digital copies of the images will be supplied to Eligible Participants via the email address provided on the online Booking Form for their personal use.
  - c. Googong Township is not liable for any errors or omissions made on the Booking Form.
  - d. Googong Township at all times retains the right to use the Photographs in any manner and any part of the world for the purposes of advertising and Promotion of the *Googong Township Isolation Photographs* ('The Promotion'). By agreeing to the terms of the Promotion, each Eligible Participant irrevocably consents to the use of the Photographs in this manner.
8. Googong Township gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors. Googong Township will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any advertisement, publication or statement except for any liability which cannot be excluded by law.

## **Eligibility**

9. The Booking is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable.
10. In the event of any dispute as to eligibility for the Promotion, including a decision by Googong Township to offer a photographic session to an Eligible Participant who may not otherwise be eligible for the Promotion, eligibility will be determined by Googong Township and Googong Township's decision will be final and binding.
11. Eligible Participants acknowledge that if they receive a photographic session, they:
  - a. are bound by all terms and conditions relating to the Promotion (including cancellations); and
  - b. agree not to make any claim or objection against Googong Township

## **General Terms of the Promotion**

12. Googong Township will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of Googong Township's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.
13. Googong Township may cancel or make changes to the Promotion at any time without notice. Such modifications may include adding or withdrawing Eligible Participants or shortening or extending the Promotion Period.
14. These terms and conditions supersede any prior terms and conditions for the Promotion.

## **Privacy**

15. Googong Township collects personal information to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Googong Township may use the information for promotional, marketing, publicity, research and profiling purposes. It may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Googong Township otherwise.
16. Googong Township may also share individual's information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Googong Township may also disclose personal information to third parties as required by Australian regulatory authorities.
17. Googong Township is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Googong Township's privacy policy. To view Googong Township's privacy policy, please visit <http://www.peet.com.au/privacypolicy>. Participants should direct any request to access, update or correct personal information to Googong Township.