



CREATE YOUR PLACE: THE ANNUAL PLACE INDEX COMPETITION

TERMS & CONDITIONS FOR FESTIVAL TOWER

1. For the purposes of these Terms and Conditions:
 - a. the promoter is Walker Riverside (Office) Pty Limited ACN 607 975 397 as the trustee for Walker Riverside Office Unit Trust ABN 70 718 795 036 (**Promoter**);
 - b. Evolved Group Pty Ltd ABN 81 134 052 672 is the Promoter's appointed research and data collection agent, responsible for administering the Registration Process (as defined below) and conducting the draw of the Promotion on the Promoter's behalf; and
 - c. the address of the relevant building is Festival Tower, Station Road, Adelaide SA 5000 (**Building**).
2. These Terms and Conditions are for all person(s) (**Entrant(s)**) who enter the *Create Your Place: The Annual Place Index Competition* (**Promotion**) which is to take place at the building and be conducted by the Promoter.
3. Participation in this Promotion constitutes acceptance of these Terms and Conditions by the Entrant.

ELIGIBILITY

4. Subject to condition 6, entry as a tenant is open to Australian residents aged 18 year or over who are employed by a non-retail tenant located within the Building (**Tenant Entrant**).
5. Subject to condition 6, entry as a non-tenant is open to Australian residents aged 18 year or over who either: (i) visit, frequent or shop within the building, including in neighbouring towers and venues approved by the Promoter; or (ii) work at a retail tenant within the building or at neighbouring towers and venues approved by the Promoter (**Non-Tenant Entrant**).
6. Directors, officers, management, and employees of the Promoter, Walker Corporation Pty Limited ACN 001 176 263 or Walker Group Holdings Pty Limited ACN 001 215 069 (and their immediate families and friends), or agencies or companies associated with or connected to the conduct of the Promotion in any way, are ineligible to enter. For the purposes of these Terms and Conditions, immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

PROMOTION PERIOD

7. This Promotion commences at 00:00 (AEST) on Wednesday, 12 August 2026 and ends at 23:59 (AEST) on Sunday, 30 August 2026 (**Promotion Period**).
8. The Promoter reserves the right to terminate, cancel or suspend the Promotion at any time and for any reasons prior to expiry of the Promotion Period, in its absolute discretion.

HOW TO ENTER

9. There is no fee to enter the Promotion.
10. To enter, eligible Entrants must, during the Promotion Period:
 - a. if they are a Tenant Entrant, must complete the 2026 Create Your Place: The Annual Place Index Tenant survey for Festival Tower in its entirety; or
 - b. if they are a Non-Tenant Entrant, must complete the 2026 Create Your Place: The Annual Place Index Non-Tenant survey for Festival Tower in its entirety,

and register their details including (but not limited to) full name, postcode, phone number and e-mail address (and any other information required to be completed in the applicable survey), and opt-in to be added to the Festival Tower database, (together, the **Registration Process**).

Information provided by Entrants will be used for the purpose of administering the Promotion and conducting marketing activities on behalf of the Promoter. By entering the Promotion, each Entrant consents to the Promoter using their responses in its marketing materials.

The Registration Process, including the collection of Entrants' personal information, is administered by Evolved on behalf of the Promoter. Evolved collects and holds Entrants' personal information as the Promoter's appointed research and data collection agent for the purposes of conducting the Promotion, and will transfer that personal information to the Promoter for the purposes described in these Terms and Conditions.

11. It is the responsibility of the Entrants to ensure that their contact details provided through the Registration Process are correct and to notify the Promoter of any changes to their contact details prior to the date of announcing the Winner(s). The Promoter will not be liable if it cannot contact any Entrant because of any incorrect contact details provided to it by an Entrant.
12. Entries will be deemed accepted once the Registration Process is completed.

LIMITS ON ENTRY

13. A maximum of one (1) entry is permitted per person. Any duplicate or additional entries submitted by an Entrant (including the submission of entries as both a Tenant Entrant and a Non-Tenant Entrant) will be automatically disqualified.

ADDITIONAL ENTRY REQUIREMENTS

14. Entries must be received within the Promotion Period. Entries are deemed to be received at the time they are received by the Promoter's database. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, technical disruptions, network congestion, communications failure or otherwise. The Promoter is not liable for any consequences of user error including, without limitation, costs incurred. The Promoter reserves the right to amend the Promotion Period at its own discretion and subject to any relevant legislation.
15. Incomplete, indecipherable, or illegible entries will, in the sole and absolute discretion of the Promoter, be deemed void. Entries will be deemed void if stolen, forged, mutilated, or tampered with in any way. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, employer, age, place of residence and place of employment) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the Registration Process. If there is a dispute as to the identity of an Entrant or the validity of the relevant entry, the Promoter reserves the right in its sole discretion, to determine the identity of the Entrant and/or verify the validity of the relevant entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. The Promoter prohibits entries that violate the rights of others or are unlawful, defamatory, or obscene. The Promoter reserves the right to reject entries which violate these standards or which the Promoter considers to be offensive, defamatory or otherwise inappropriate.

DRAW DETAILS

18. Winners will be randomly drawn from all of the eligible Entrants who have validly completed entries in accordance with these Terms and Conditions. A "Winner" means a person determined to be a winning Entrant in accordance with these Terms and Conditions.
19. The draw and identification of Winners will be undertaken at 11am at 1604/1605, 530 Little Collins St, Melbourne Monday, 14 September 2026 (or any other date or time as determined by the Promoter). The draw will be conducted by Evolved on behalf of the Promoter, as the Promoter's appointed agent responsible for administering entries and conducting the draw of the Promotion.

20. The drawn and identified entries will first be verified by the Promoter before being declared a Winner and being allocated a Prize.
21. With respect to the Prizes:
 - a. each Winner will be notified by email in the week commencing Monday, 14 September 2026 and may have their name published on the Promoter's website (being, www.festivalplaza.com.au);
 - b. upon receiving notice from the Promoter, a Prize can be redeemed by a Winner from the Building's Concierge Desk from the date and time as specified by the Promoter; and
 - c. in order to redeem the Prize, the Winner must attend the Building's Concierge Desk between 8am and 5pm on a weekday and present a valid photo ID; and
 - d. if any of the Winners fail to respond to the Promoter's email or contact the Promoter or collect their applicable Prize by 09:00 (AEST) on Monday, 5 October 2026 (or other time/date as directed by the Promoter) the Winner automatically forfeits the Prize. The Promoter reserves the right to select an alternative Winner from the valid entries (**Redraw Winner**). The Redraw Winner will be notified by email.
22. The Winners must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the Winner is an eligible entrant and has complied with these Terms and Conditions.

PRIZES

23. Entrants have the chance to win the following Prizes (which have a total prize pool value of \$3,549.99):
 - i. One of four (4) VISA Gift Cards valued at \$500 AUD each (available to Tenant Entrants only);
 - ii. One of three (3) VISA Gift Cards valued at \$100 AUD each (available to Tenant Entrants only);
 - iii. One of one (1) Ninja Luxe Café Premier Espresso Machine valued at \$1,049.99 AUD (available to Non-Tenant Entrants only);
 - iv. One of two (2) VISA Gift Cards valued at \$100 AUD each (available to Non-Tenant Entrants only).
24. The Prize (or any part of it) is not transferrable or exchangeable or redeemable for cash. The Prize value is in Australian dollars inclusive of GST based upon the recommended retail value of the Prize components at the time of printing. The Promoter accepts no responsibility for any variation in the value of any part of the Prize between now and the Prize redemption date.
25. The Prize (or any element of it) must be taken as stated and cannot be varied. No compensation will be payable if the Winner is unable to use their Prize and/or any element of the Prize as stated.
26. Gift cards are valid for a period of thirty-six (36) months, from the date of the draw. If the gift card is not used (whether in whole or in part) within the 36-month period, the Winner automatically forfeits the Prize.

GENERAL

27. Prizes are subject to the standard terms and conditions of individual Prize and service providers.
28. If any Prize (or part of any Prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
29. It is a condition of accepting a Prize that the Winner agrees to participate in and cooperate with all news, media / public relations activities surrounding the Promotion or reasonable media editorial requests, including but not limited to being interviewed, photographed and filmed, and the Winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The inclusion of any such

recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.

30. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the Prize; and (b) no compensation will be payable if, for any reason, the Winner is unable to use the Prize as stated.
32. If there is a dispute as to claiming the Prize, the Promoter reserves the right in its sole discretion, to determine the outcome of the dispute.
33. The Promoter will not be responsible for any act, omission, failure or delay not reasonably within its control, this includes however is not limited to, circumstances where this Promotion is interfered with in any or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, 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 to: (a) disqualify an Entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
34. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control, the Promoter may in its absolute discretion cancel or vary the Promotion and recommence it from the start on the same conditions, subject to any relevant legislation.
35. The Promoter's decision is final, and binding and no correspondence will be entered into.
36. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
37. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). *Competition and Consumer Act 2010* (Cth), Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
38. These Terms and Conditions are governed by the laws of the State of South Australia. Each Entrant submits to the exclusive jurisdiction of the courts of the State of South Australia.
39. The Promoter reserves the right to modify, suspend or terminate the Promotion at any time without notice.

LIABILITY AND RELEASE

40. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and excludes all liability (including negligence), for any cancellation, 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, Prize claim or correspondence that is late,

lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; (f) any participation in the Promotion; (g) redemption and use of the Prize; or (h) or any combination of these matters.

41. All Entrants in the Promotion, including the Winner, provide a release and indemnity to the Promoter and its employees, representatives and related entities (**Representatives**) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its Representatives arising out of any act, matter or thing done, permitted or omitted to be done by the Entrant, including the Winner in relation to the Promotion or the Prize.
42. The Promoter and its related entities and its Representatives take no responsibility for a defective Prize or a Prize damaged or lost in transit, or late, lost or misdirected mail.
43. The release and indemnity in clauses 40, 41 and 42 (each a **Relevant Commitment**) is given by each Entrant (including the Winner) in favour of the Promoter and its Representatives. It is acknowledged that: (a) the Relevant Commitment is given by each Entrant (including the Winner) for the benefit of the Promoter and its Representatives with the intention that they are entitled to rely on and enforce the relevant commitment; (b) the benefit of the Relevant Commitment is held by the Promoter on its own behalf and on behalf of its Representatives; and (c) the Promoter may enforce and recover under the Relevant Commitment for and on behalf of its Representatives.

PRIVACY

44. All entry details become the property of the Promoter. By entering the Promotion, each Entrant is taken as giving consent to the Promoter collecting and using the Entrant's personal information for the purpose of conducting and promoting this Promotion (including for the purpose of identifying, notifying and announcing the Winner). Without limiting the foregoing, the Promoter may disclose Entrants' personal information to other parties assisting in the administration of the Promotion, including to the Promoter's related entities, Prize suppliers, external service providers, authorities that regulate this Promotion and third parties as required by law.
45. In addition to the privacy term set out above, if the Entrant has ticked the "opt-in" box, the Entrant consents to Evolved collecting their personal information on behalf of the Promoter, and to the Promoter being authorised to add the Entrants' personal information to the Promoter's database, for use in sending information about the Promoter's products and services (including via electronic means). The Promoter may disclose this information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) engaged for that purpose.
46. The Promoter will handle the Entrants' personal information in accordance with the Promoter's Privacy Policy which is available at: [Privacy Policy – Walker Corporation](#). Evolved will handle Entrants' personal information collected during the Registration Process in accordance with Evolved's Privacy Policy, available at: [Privacy Policy – The Evolved Group](#).