JLL BARKLY SQUARE" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Victorian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- 3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, 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 1st cousin.
- 4. Entries into the promotion open at 10am AEST on 18/07/22 and close at 4:00PM AEST on 07/08/22, while instant prizes last ("**Promotional Period**").
- To be eligible to enter the Promotion, entrants must spend \$35 or more in no more than two (2) transactions in any Participating Store during the Promotional Period ("Qualifying Transaction"). Participating stores are outlined in Annexure 1 (each a "Participating Store").

In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant's responsibility to request such material.

- 6. To enter, upon completing their Qualifying Transaction, entrants must then complete the following steps during the Promotional Period:
 - 1. Visit Promoter's competition booth, which is located outside of Woolworths Supermarket in Barkly Square Shopping Centre;
 - 2. Present their purchase receipt/s to a member of staff at the competition booth by 4pm AEST on the same day that the Qualifying Transaction was made;
 - 3. If the Qualifying Transaction is determined to be valid, the entrant will be given a token to redeem a prize; and then
 - 4. The entrant must immediately use the token on the vending machine located at the competition booth.

Once the above steps have been completed, entrants will receive an instant prize from the vending machine. For clarity, entrants must visit the Promoter's competition booth by 4pm AEST on the same day that the Qualifying Transaction was made.

- 7. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry permitted per person per day.
- 8. Entrants must retain proof of purchase. The proof of purchase required is an original or copy of the original receipt. Purchase receipt(s) must clearly specify the store of purchase, that a Qualifying Transaction was made and that the Qualifying Transaction was made during the Promotional Period but prior to entry. Failure to produce the proof of purchase for all entries

when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.

- 9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10. 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.
- 11. Incomplete or indecipherable receipts will be deemed invalid.
- 12. The instant prizes available in this promotion are as follows:
 - 230 x free coffee vouchers valued at \$4.50;
 - 600 x \$10 Barkly Square branded digital Mastercards;
 - 200 x \$20 Barkly Square branded digital Mastercards; and
 - 8 x \$500 Barkly Square branded digital Mastercards.
- 13. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
- 14. The gift cards will be issued to winners via a unique link and will need to be downloaded to winner's mobile device. The gift cards will have a three (3) month activation period and a twelve (12) month expiry date. For clarity, winners are required to have an appropriate smart phone device in order to redeem a digital gift card. No alternative prize or reimbursement will be offered to winners who do not have a relevant smart phone device.
- 15. If for any reason a winner does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 16. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 17. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 18. The total prize pool is valued at up to \$15,035.
- 19. The Promoter's decision is final and binding and no correspondence will be entered into.
- 20. Entrants consent to the Promoter using their 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.
- 21. 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,

including but not limited to technical difficulties, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

- 22. 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.
- 23. 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); (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) use of a prize.
- 24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.jll.com.au/en/privacy-statement. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
- 25. The Promoter is Jones Lang Lasalle (NSW) Pty Ltd (ABN 37 002 851 925) of Level 8, 644 George Street, Sydney NSW 2000, telephone: (02) 8275 677 ("**Promoter**").

ANNEXURE 1

Participating Stores are any of the following retail stores located at Barkly Square Shopping Centre (90-106 Sydney Road, Brunswick, Victoria 3056):

- All About Linen
- Bakers Delight
- Boost Juice
- BWS
- Clear Skincare
- Condellos Shoe Repair
- EB Games & Zing Pop Culture
- Espresso Bar Brunswick
- Evita Jewellery
- Flight Centre
- Gangemi Fruit & Vegetables
- Glamour Cuts
- Gong Cha Bubble Tea & Hot Star Chicken
- Hollywood Nails
- JB Hi-Fi
- Kumon Education Centre
- Lord of the Frys
- Lotus Chinese Massage
- McDonalds
- Meatwell
- Mobile King
- Mycar Tyre & Auto Service
- Old Shanghi
- OPSM
- Optus (purchase of handsets & accessories only)
- Priceline
- Pure Poultry
- Rex Espresso
- Roll'd
- Schnitz
- Seafood Paradise
- Smart Station
- Specsavers
- Sushi Sushi
- Telstra (purchase of handsets & accessories only)
- The Beauty Parlour
- Urban Man
- Zambrero