

Karingal Hub Bestie Bites Instagram Competition 2020 | Hog's Breath Café - Terms and Conditions

1. The Promotion is promoted by Jones Lang LaSalle (**Promoter**), acting as the managing agent of ISPT Karingal Shopping Centre Trust, ABN 14 113 009 273, T/A Karingal Hub, 330 Cranbourne Road, Karingal VIC 3199 (**Karingal Hub Shopping Centre**).
2. By participating in the 'Instagram Competition – Hog's Breath Café' (**Competition**) entrants agree to be bound by these terms and conditions and any future terms and conditions or alterations to these terms and conditions.
3. The Promotion period commences at 9.00am on Monday 12th October, 2020 and closes at 11.59pm on Wednesday 14th October, 2020. (**Competition Period**). The Competition will be conducted online through the Karingal Hub Instagram page (www.instagram.com/karingalhub). Entries received outside the Promotion Period will not be eligible or accepted.
19. If the winner does not respond by 4pm, Friday 16th October, the winner will forfeit the prize and the Promoter reserves the right to forfeit the prize.
20. Subject to clause 16 if for any reason a winner does not redeem the prize by the times stipulated by the Promoter, then the prize will be forfeited and no further draw will be held.
21. The Promoter will contact the winners via Instagram Direct Message to obtain full name, delivery address and phone number on Thursday 14th October after 12pm.
22. The winner(s) name, address and phone number will be passed on to the Hog's Breath Café team member to arrange delivery date and time.
23. The Promoter's decisions as to prize winners are final and no correspondence will be entered into.

The Promotion

4. To enter the promotion, each entrant must, during the Competition Period;
 - a. Nominate someone by tagging them in the Karingal Hub Hog's Breath Café post (posted on Monday 12th October, 2020), and
 - b. Tell us why they deserve to win.
 - c. The person tagged will become the person eligible to win the prize.

Eligibility

5. The following eligibility criteria apply:
 - a. The Competition is open to residents who live within 5km of Karingal Hub, Victoria, Australia only (**Refer to Map Figure 1**).
 - b. Entrants must agree to be bound by the Karingal Hub Membership Terms and Conditions available on the Karingal Hub website (www.karingalhub.com.au) or Centre Management Office.
 - c. Employees, contractors and agents of the Promoter, Karingal Hub and related entities, and their immediate families, are ineligible.
6. The Promoter reserves the right to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been fraudulent in the course of the Competition.
7. The Promoter accepts no responsibility for lost, misplaced, late or misdirected entries.
8. If requested by the Promoter, an entrant must provide evidence of eligibility to the Promoter.
9. The Competition may be entered once.

Prizes

10. There are four (4) (**Prizes**) and four (4) Prize winners and the total prize pool is valued at \$200.00.
11. The Prize will be issued as food and beverage items from Hog's Breath Café Door Dash menu up to the value of \$50 each (including delivery) as selected by the winner.
12. Delivery date and time will be arranged between winner(s) and Hog's Breath Café.
13. Prize is only redeemable at Hog's Breath Café Karingal Hub.
14. No rainchecks.
15. In the event that a prize is not reasonably available due to circumstances beyond the control of the Promoter, the Promoter reserves the right to substitute any prize for a prize of equal or higher value and similar specification. The Promoter accepts no responsibility for any variation in a prize's value. A prize is not transferable or exchangeable and cannot be taken as cash.
16. The draw for the prizes will take place at 12.00pm on Thursday, 15th October, 2020 at the Centre Management Office at Karingal Hub, 330 Cranbourne Rd, Frankston VIC 3199.
17. The winners will be the first four (4) valid entries randomly selected from the combined list of eligible entrants from Instagram. The Promoter will use reasonable efforts to notify the winner by email within 1 day of the competition being drawn.
18. A person purporting to be a prize winner will be required to provide proof of identity and to verify any other eligibility requirements.

Privacy and use of personal information

24. In accordance with the Privacy Act (1988) (Cth) the Promoter notifies entrants that entry to the competition involves the collection of personal information about entrants, including full name and Instagram profile. This is collected for the purpose of establishing eligibility, carrying out the competition and notifying winners. If the information is not provided, the entrant may not participate in the Competition. Entrants' personal information may be disclosed to State Lottery agencies and winners' names published as required under the relevant lottery legislation.
25. Each entrant consents to the Promoter using their personal information provided in connection with their entry, for the purposes of undertaking any investigation in connection with verifying the identity of an entry or any suspected tampering.
26. By providing consent, entrants agree to join the Karingal Hub database and the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.
27. Each entrant consents to the Promoter and its authorised licensees using the entrant's name, likeness, image and/or photograph and voice in the event that they are the winner, in any media for an unlimited period of time, without remuneration or compensation, for the purposes of promoting the outcome of this Competition.

Liability and indemnity

28. To the extent relevant at law the Promoter and its related entities makes no representation or warranty as to the quality, suitability or merchantability of the prize. Except for any liability that cannot be excluded by law, the Promoter and Instagram (including its 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 any way out of the Competition, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction;
 - b. any entry or prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - c. any variation in prize value to that stated in these Terms and Conditions;
 - d. any tax liability incurred by the winner or entrant;
 - e. any dispute relating to the eligibility of the entrant to claim or retain title to the prize, as between the entrant personally and the business that employs them or any other person in whose name qualifying purchases have been made; or
 - f. any use or redemption of the prize.
29. Each entrant indemnifies the Promoter and its related entities all claims, loss, damage, costs and expenses (including legal costs) suffered or incurred by the Promoter as a result of any breach of these Terms and Conditions by the entrant or the entrant's conduct in the competition or the use of the prize.

Figure 1. Karingal Hub 5km Radius

