

## Karingal Hub – Mother’s Day Share your Photo Competition Terms and Conditions

1. The Competition 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 ‘Mother’s Day Share your Photo (**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 Competition period commences at 9.00am on Saturday 1<sup>st</sup> May, 2021 and closes at 11.59pm on Sunday 9<sup>th</sup> May, 2021. (**Promotion Period**). The Promotion will be conducted online through the Karingal Hub Facebook Page ([www.facebook.com/karingalhub](http://www.facebook.com/karingalhub)) and Instagram Page ([www.instagram.com/karingalhub](http://www.instagram.com/karingalhub)). Entries received outside the Promotion period will not be eligible or accepted.
17. The Prize is not transferable, refundable or exchangeable for cash or kind and is subject to further terms and conditions as advised by the Supplier.
18. The Prize is valid for redemption before 24<sup>th</sup> November 2021, and can only be redeemed at the Karingal Hub Flight Centre Shop 93 SP072, and can only be redeemed for a Mornington Peninsula stay for two (2) adults. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

### The Competition

4. To enter the competition, each participant must, during the Competition Period:
  - a. Take a photo at the Mother’s Day wall located outside Big W,
  - b. Post the photo on either the Karingal Hub Facebook Page or your own Instagram including the hashtag #khlovesagoodsnap and tagging @karingalhub, and
  - c. Tell us in 100 words or less, what makes your Mum special.
  - d. The profile or post must be set to public to be eligible.

### Eligibility

5. The following eligibility criteria apply:
  - a. The Competition is open to residents of Victoria, Australia only.
  - b. Entrants must be 13 years of age or older.
  - c. Employees, contractors and agents of the Promoter, Karingal Hub and related entities, and their immediate families, are ineligible.
  - d. Entrants must have ownership of photos submitted in the competition.
  - e. Entrants Instagram and/or Facebook account and/or photo settings must be set to public.
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.
10. All participants under the age of 18 must have prior consent from their parent or guardian before entering the Competition and must be able to provide evidence of such consent on request.
11. If the customer is under 18 years of age, the Prize will be awarded to the participant’s nominated parent/guardian upon presentation of photo identification.

### Prizes

12. There is one (1) (**Prize**) and one (1) Prize winner and the total prize pool is valued at \$ 1500.00.
13. The prize is package for two (2) adults and includes; Two (2) consecutive night stay in a standard room with twin beds at Peppers Moonah Links resort with breakfast daily, \$200 resort credit and Day Tour: Private sanctuary, dine and bathe at the Peninsula Hot Springs. The Day Tour includes: 45-minute private mineral bath, choice of indoor or outdoor: For indoor private bath selection only - choice of additive. Options include: essential oils, lavender milk, Tulsi tea, your choice of one of the following: Breakfast, Lunch, Graze or Dinner (Graze available Monday – Thursday), Spa Dreaming Centre geothermal bathing. Bath House geothermal Bathing, towel, robe and locker hire.
14. The Prize is supplied by Flight Centre Travel Group Limited (ABN 25 003 377 188) trading as Flight Centre (licence numbers: ACT 18800224, NSW 2TA002719, NT 008, QLD TAG262, SA TTA254, TAS TAS031, VIC 31089, WA 9TA 589) (the **Supplier**).
15. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
16. The Prize value is correct as at the commencement date of the Promotion, and the Promoter is not responsible for any subsequent variation in value.

19. The prize must be booked to travel between Monday 10<sup>th</sup> May and Wednesday 24<sup>th</sup> November, 2021 and is subject to hotel and day tour availability. The prize is not available during blackout dates and peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued, they are non-changeable.
20. The winner (and their companion) is responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, additional taxes, energy surcharges, services charges and all other ancillary costs.
21. 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.
22. The draw for the prize will take place at 10.00am on Monday 10<sup>th</sup> May, 2021 at the Centre Management Office at Karingal Hub, 330 Cranbourne Rd, Frankston VIC 3199.
23. The winners will be the one (1) valid entry randomly selected from the combined list of eligible entrants from Facebook and Instagram. The Promoter will use reasonable efforts to notify the winner by comment on their entry photo and/or private message within 7 days of the competition being drawn.
24. A person purporting to be a prize winner will be required to provide proof of identity and to verify any other eligibility requirements.
25. If the winner does not respond within 14 days of the Promoter notifying them of their win to claim the prize, that winner will forfeit the prize and the Promoter will re-draw the Competition. Such re-draw if required shall take place at 10.00am on Monday 24<sup>th</sup> May, 2021 at Centre Management. The new winner will be notified in accordance with the methods in paragraph 16 above.
26. Subject to clause 18 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.
27. The Promoter will arrange with the winner details of the collection of the prize.
28. The Promoter’s decisions as to prize winners are final and no correspondence will be entered into.

### Privacy and use of personal information

29. 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.
30. 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.
31. 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.
32. 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.

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### Liability and indemnity

33. To the extent relevant at law the Promoter, its related entities, Facebook and Instagram 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, Facebook 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.
34. Each entrant indemnifies the Promoter, its related entities, Facebook and Instagram against 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.
35. The Competition is not sponsored, endorsed or administered by or associated with Facebook or Instagram.