

## TERMS AND CONDITIONS FOR “24 DAYS OF SUMMER SURPRISES” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**24 Days of Summer Surprises**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. The “**Promoter**” is Jones Lang Lasalle (NSW) Pty Limited (ABN 37 002 851 925) of Level 8, 644 George Street, Sydney NSW 2000, telephone: 02 8275 6777 (“**JLL**”). The Promotion will run at Karingal Hub Shopping Centre, 330 Cranbourne Road, Karingal VIC 3199 (“**the Centre**”).

### ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Australian residents aged 16 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parental/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
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers at the Centre or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

### PROMOTION PERIOD

5. This Promotion commences at 9:00am AEDST on 01/12/2021 and ends at 11:59pm AEDST on 24/12/2021 (“**Promotion Period**”).

### HOW TO ENTER

6. “**Participating Retailers**” means any retailer at the Centre listed in Annexure A, except for any Excluded Retailer. An “**Excluded Retailer**” means any of the excluded retailers listed in Annexure B. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt, as specified in **condition 8** below.
7. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Spend \$20 or more in any single day during the Promotion Period at up to four (4) of any of the Participating Retailers at the Centre, excluding any Ineligible Transaction (“**Qualifying Spend**”). For clarity, the Qualifying Spend can be made of up to a maximum of four (4) transactions, however, all purchases/transactions must be made at the Centre, on one day, during the Promotion Period;
  - (b) Visit [www.24daysofsummersurprises.com.au](http://www.24daysofsummersurprises.com.au) and follow the prompts to the competition entry page;
  - (c) Input the requested details including their full name, valid email address, mobile phone number and residential address;
  - (d) Check the mandatory check box agreeing to these Terms and Conditions and to be signed up to the Centre’s email database;
  - (e) Input the details of each Participating Retailer/s that they purchased from that makes up their Qualifying Spend and upload the relevant receipts when promoted; and then
  - (f) Submit the fully completed online entry form.

Each entrant will be notified instantly online whether or not they are an instant winner of an instant prize (“**Instant Prize**”) at the Centre. All valid entries received from winners and

non-winners of an Instant Prize will be automatically placed in the major prize draw ("**Major Draw**").

For every valid entry submitted the Promoter will donate \$1 to two charities (i.e. \$0.50 per charity per entry) associated with the Centre, up to a maximum of \$1000 per charity. The details of both associated charities for the Centre is listed in Annexure A below.

#### **INVALID RECEIPTS**

8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion.

#### **LIMITS ON ENTRY**

9. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Spend; (ii) limit of one (1) entry per eligible person per day; and (iii) each entry must be submitted separately and in accordance with the entry requirements.

#### **MAJOR DRAW DETAILS**

10. The Major Draw will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway Erina NSW 2250 at 10:00am on 11/01/2022. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. The provisional winner will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. The winner's name will be published online on the Centre's website and social channels (as listed in Annexure A) on 12/01/2022.
11. The first valid entry drawn, from all valid entries received, will win \$5,000. Prize will be awarded in the form of an electronic funds transfer into the winner's nominated account.

#### **INSTANT PRIZES**

12. The details of the Instant Prizes available to be won during the Promotional Period are listed in Annexure A below.
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.

#### **UNCLAIMED PRIZE DRAW**

14. A draw for any prize, if unclaimed, may take place on 06/04/2022 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. In the event the major prize is awarded in the unclaimed prize draw it will be drawn 1<sup>st</sup> and the winner's name will be published online on the Centre's website and social channels (as listed in Annexure A) on 13/04/2022.

#### **GENERAL**

15. Incomplete, indecipherable or illegible entries will be deemed invalid.

16. 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.
17. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
19. 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.
20. Total prize pool value is \$21,503.10.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. 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.
23. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) 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 promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by 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.
24. 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, 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.
25. The Promoter's decision is final and no correspondence will be entered into.
26. 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.
27. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
28. 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 Competition and Consumer Act, 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"**). Except for any liability that cannot by law be excluded,

including the Non-Excludable Guarantees, the Promoter and JLL (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.

29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and JLL (including their respective officers, employees and agents) are not responsible for and 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: (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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) 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; or (f) use of a prize.

## PRIVACY

30. In order to conduct this Promotion, the Promoter (and/or an agency on their behalf) needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to JLL, agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the relevant the Centre's database. The Promoter and JLL 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 and for such other purposes as set out in their Privacy Policies. Entrants should direct any request to access, update or correct information to the Promoter or JLL. All personal details of entrants will be stored in accordance with the relevant Privacy Policy. Upon the entrant's request, all information provided will be removed from the relevant active database. To request details to be removed, please email [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com). Information will be removed as soon as reasonably possible in accordance with the relevant Privacy Policy and applicable laws. Any complaints regarding the treatment of personal information should also be directed to [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com) and will be dealt with by the Promoter in accordance with its respective Privacy Policy. To view the relevant the Centre's Privacy Policy please email [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com) (JLL) and request a copy. All entries remain the property of the Promoter.

## Annexure A

Total No. of Instant Prize	Charities	Instant Prizes	Total Value of Instant Prizes	Centre's Website and Social Channel
958	1. Life-Gate Inc 2. Mums Supporting Families In Need	176 x \$50 Karingal Hub Gift Card 2 x \$500 Karingal Hub Gift Card 12 x Ausea Fish Sushi Platters valued at \$12 120 x Ausea Fish Half Dozen Tray Oysters valued at \$11 5 x \$50 Avedis Jewellers Gift Card 10 x \$10 Boost Juice Gift Card 5 x \$100 Coles Gift Card 7 x \$10 Coles Gift Card 200 x Donut King Cinnamon Donut valued at \$1.30 10 x Ferguson Plarre Bakehouse Gingerbread Biscuits valued at valued at \$3.95 24 x Four Seasons Café Small Coffees valued at \$3.90 240 x Gloria Jeans Small hot/cold drinks valued at \$5.60 4 x \$25 Hog's Breath Café Gift Card	\$16,503. 10	<b>Website:</b> <a href="https://www.karingalhub.com.au">https://www.karingalhub.com.au</a>  <b>Facebook:</b> <a href="https://www.facebook.com/karingalhub">https://www.facebook.com/karingalhub</a>  <b>Instagram:</b> @karingalhub

	20 x ItsaBurger Kid Meals valued at \$12 4 x \$25 Linden Meats Gift Card 1 x \$100 MOE & Co. Gift Card 10 x Quattro Salon – Gift voucher for treatments valued at \$45 10 x Sharetea large drink valued at \$8.50 10 x Sportsfirst Bags valued at \$25 5 x Walker's Doughnuts (half dozen doughnuts) valued at \$20 4 x Walkers Doughnuts (half dozen jam doughnuts) valued at \$8 3 x Walkers Doughnuts Milkshakes valued at \$6 3 x Walkers Doughnuts Frappes valued at \$7 3 x Walkers Doughnuts classic hotdogs valued at \$7.50 3 x Walkers Doughnuts Custard Shakes valued at \$8 3 x Walkers Doughnuts Small coffee + Doughnut ball valued at \$6.50 26 x \$10 Woolworths Gift Card 38 x \$20 Woolworths Gift Card		
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### Participating Retailers

Aldi Alleyway Kitchen Alter It Ausea Fish Australia Post (retail only) Autograph Avedis Jewellery Avy Nails Bakers Delight Best&Less Better Home Big W Bob's Barber Shop Body and Balance Bonds Outlet Boost Juice BWS Catalog City Chic Coles Connor Clothing Cotton On Deep Blue Florist Direct Chemist Outlet Donut King Dusk EB Games	Express Cuts, Foil & Colour Factorie Fergusson Plarre Flight Centre Four Seasons Café Freedom Nails Geo's Café Gloria Jeans Coffee Goodlife Health Club Green Bamboo Hear In Karingal Hi Touch Mobile Hogs Breath Café Hoskings Jewellers ItsaBurger Jade Garden Jay Jays Just Jeans Karingal Health & Wellbeing Karingal Optical Centre Katies Lindens Meats Liquorland Lo Costa House & Party Lowes MarketPlace Fresh	Matchbox Michael Hill Jeweller Millers Mister Minit Moe & Co Momentum Café Noni B Novo Shoes Pacific Asian Supermarket Pak Mobile Pivot Poultry Plus Prouds the Jewellers Quattro Salon Rivers Rockmans Rockwear Roll'd Sandwich Chefs Sens Body & Mind Sharetea Skechers Specsavers Spendless Shoes Sportsfirst Sportgirl	Star Car Wash Sugar Buns Café Supre Sushi Sushi Sussan Suzanne Grae Sweet Time Telstra (retail only) The Beauty & Brow Parlour The Coffee Club The Lott (retail only) The Reject Shop TK Maxx Tokyo Metro Sushi Express Top Pho Typo US Nails Village Cinemas Vodafone (retail only) Walkers Doughnuts Williams Shoes Woolworths Yes Optus (retail only)
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### Annexure B

#### Excluded Retailers

Cignall  
 Commonwealth Bank  
 ANZ Bank  
 H&R Block  
 Westpac  
 Red Rooster  
 Hungry Jacks  
 7 Eleven  
 Woolworths Petrol  
 Freechoice Tobacconist

