

TERMS AND CONDITIONS FOR “CUBBY HOUSES” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**CUBBY HOUSES**” 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 be conducted at Karingal Hub Shopping Centre, 330 Cranbourne Road, Karingal VIC 3199 (“**the Centre**”).

ELIGIBILITY

3. Subject to condition 4, this Promotion is only open to Australian residents aged 16 years or over.
4. 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
5. 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

6. This Promotion commences at 09:00am AEST on 20/06/2022 and ends at 5.00pm AEST on 10/07/2022.

HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Visit one of the Cubby Houses in-centre at Karingal Hub Shopping Centre during the promotion period. One is located near Big W and the other near Gloria Jean’s.
 - (b) Scan the QR code located at either of the Cubby Houses.
 - (c) Input the requested details including participant’s full name, valid email address, phone number, suburb of residence, postcode and why they wish to win a Cubby House. Participants must also nominate an organisation to win one of the two cubby houses.
 - (d) Check the mandatory check box agreeing to these Terms and Conditions and to be signed up to the Karingal Hub’s email database;
 - (e) Submit the fully completed online entry form.

Upon completing the above steps, eligible individuals will be placed in the prize draw (“**Prize Draw**”).

LIMITS ON ENTRY

8. Entries are limited to one (1) entry per person during the whole promotion period.

MAJOR DRAW DETAILS

9. The Major Draw will take place in the Centre Management Office, Karingal Hub, 330 Cranbourne Road, Frankston, VIC, 3199 on 13/07/2022. 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 27/07/2022.

PRIZES

10. The first valid entry drawn in the Major Draw, from all valid entries received, will win a cubby house for themselves and a cubby house for the organisation they nominated.
11. Total prize value is \$4,680 (1 x cubby house valued at \$2,110 and 1 x cubby house valued at \$2,570) .
12. Cost of delivery will be at the Promoter's expense.

UNCLAIMED PRIZE DRAW

13. A draw for the Major Prize, if unclaimed, may take place on 05/08/2022 at the same place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified in writing within two (2) business days of the draw and the winner's name will be published online on the Centre's website and social channels (as listed in Annexure A) on 08/08/2022.

GENERAL

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. 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.
17. 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.
18. 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.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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.
21. 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.
22. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or

suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. 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.
26. 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.
27. 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 or taking of a prize.

PRIVACY

28. 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. 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 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 (JLL) and request a copy. All entries remain the property of the Promoter.