

## **“NPS SURVEY WIN A \$1K GIFT CARD” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 Australian residents aged 18 years or over who have visited Wagga Wagga Marketplace, Central West Shopping Centre or Showgrounds Village.
3. Entries into the promotion open on 19/06/23 at 9:00am AEST and close on 17/09/23 at 11:59pm AEST (“Promotional Period”).
4. The participating shopping centres are Wagga Wagga Marketplace, Central West Shopping Centre and Showgrounds Village (see Annexure A for details) (“Participating Shopping Centres”).
5. Employees (and their immediate families) of the Promoter, Participating Shopping Centres and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, 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 1<sup>st</sup> cousin.
6. To be eligible to enter, individuals must, visit one (1) of the Participating Shopping Centres during the Promotional Period.
7. To enter, individuals must, during the Promotional Period, undertake either of the following steps:
  - a) Scan the QR code on the promotional material displayed within the Participating Shopping Centre, follow the prompts to the online survey page and fully complete the online survey. The individual will then be directed to the promotional entry page where they must input the requested details (including their full name, email, phone number) and submit the fully completed entry form; or
  - b) Use the free in-centre wi-fi while visiting the Participating Shopping Centre, locate the specific email that will be sent to them approximately one (1) hour after visiting the Participating Shopping Centre and follow the link to the online survey. Once the online survey is fully completed, the individual will then be directed to the promotional entry page, where they must input the requested details (including their full name, email, phone number) and submit the fully completed entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per person per day; (b) each entry must be submitted separately and in accordance with entry requirements.
9. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. There will be only one (1) draw conducted for this promotion (all entries from the three (3) Participating Shopping Centres are included in the one draw). The draw will take place at JLL, 101 Collins Street, Vic 3000 on 18/09/23 at 2:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email within seven (7) business days of the draw and their name will be announced online at <https://waggamarketplace.com/>, <https://www.centralwest.com.au/> and <https://showgroundsvillage.com.au/> on 22/09/23.
13. The first valid entry drawn will win one (1) \$1,000 digital MasterCard. The digital MasterCard is only available for use at the specific Participating Shopping Centre where the winner entered the promotion and is valid for three (3) years.
14. Any ancillary costs associated with redeeming the digital MasterCard is not included. Any unused balance of the digital MasterCard will not be awarded as cash. Redemption of the digital MasterCard is subject to any terms and conditions of the issuer including those specified on the digital MasterCard.
15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take their prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$1,000.
18. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
19. A draw for the unclaimed prize may take place on 19/12/23 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified by email within seven (7) business days of the draw and their names will be published online at <https://waggamarketplace.com/>, <https://www.centralwest.com.au/> and <https://showgroundsvillage.com.au/> on 22/12/23.
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, 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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

23. 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.
24. 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.
25. 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) taking of any prize.

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.centralwest.com.au/privacy-policy/>, <https://waggamarketplace.com/privacy-policy/> and <https://showgroundsvillage.com.au/privacy-policy/>. 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.

26. The promoter is Jones Lang Lasalle (VIC) PTY LIMITED (ABN 28004582423) of Level 40, 101 Collins Street, Melbourne VIC 3000, telephone: 03 9672 6666.

## Annexure A

### Participating Shopping Centres

<b>Shopping Centre</b>	<b>Address</b>	<b>Website</b>
Wagga Wagga Marketplace	87 Baylis Street, Wagga Wagga, NSW 2650	<a href="https://waggamarketplace.com/">https://waggamarketplace.com/</a>
Central West Shopping Centre	Corner Ashley Street and South Road Braybrook, VIC 3019	<a href="http://www.centralwest.com.au/">www.centralwest.com.au/</a>
Showgrounds Village	320-380 Epsom Road, Ascot Vale, VIC 3032	<a href="https://showgroundsvillage.com.au/">https://showgroundsvillage.com.au/</a>