

COMMUNITY GIVEBACK PROGRAM

TERMS AND CONDITIONS

1. Information on how to apply and the grant form part of these Terms and Conditions. Application and participation in this “Community Giveback Program” (“Program”) is deemed acceptance of these Terms and Conditions.
2. Applications are only open to Australian registered community organisations that provide benefits to a community and local community groups. Organisations not based within a local community must be able to demonstrate that they provide benefits to a local community. All applicant organisations must hold a valid Australian Business Number (ABN) or a business Facebook Page to apply.
3. The Program is organised by JLL Jones Lang Lasalle (VIC) Pty Limited (ABN 28 004 582 423) of Level 40/101 Collins Street, Melbourne VIC 3000 (‘Organiser’).
4. Program starts on 3/1/2024, 1/4/2024, 1/7/2024, and 1/10/2024 at 9.00am AEDST and ends on 31/1/2024, 29/4/2024, 29/7/2024 and 29/10/2024 at 5.00pm (“Application Period”). Winner announcement will be made three calendar days after the Application Period ends. The digital gift card will be sent to the nominator on the nominator’s mobile number on the same day of the winner announcement.
5. To apply for the Program, an authorised representative of an applicant organisation must complete an application form, which is available at Community Giveback Program – [Showgrounds Village](#), answer all questions and submit all details about their applicant organisation, including without limitation, why they would like a \$500 digital gift card and how they would use it, and submit the fully completed application form along with 200 words activity outlined on the application form during the Application Period.
6. The Organiser reserves the right, at any time, to verify the validity of applicants and applications and reserves the right, in its sole discretion to disqualify an applicant who the Organiser has reason to believe has breached any of these Terms and Conditions, tampered with the application process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the program. Errors and omissions may be accepted at the Organiser’s discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. The Organiser’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable or illegible applications will be deemed invalid.
8. Only one (1) application is permitted per applicant organisation per month.

9. The judges may select additional applications which they determine to be the next best, and record them in order, in case of an invalid application or ineligible applicant.
10. The winner will be notified by telephone and email, two calendar days after the Application Period.
11. This program is judged on merit and chance plays no part in determining the winner. Each application will be individually judged based on the criteria set out in the application form.
12. The Organiser's decision is final and no correspondence will be entered into.
13. The best valid application, as determined by the judges, will be awarded a Community Giveback gift card valued at AUD\$500, awarded as a digital gift card made out to the authorised representative of the organisation who submitted the application. Applicant must have the appropriate mobile device to receive the digital gift card and the card is non-transferable.
14. Digital gift card is supplied by Vaults Cards & Rewards. Failure to activate the card within thirty (30) days after receiving it is deemed forfeited. The Promoter will not reimburse a new card after thirty (30) days from the Winner's Announcement.
15. The total value to be awarded under the Program is AUD\$2,000. The value of the gift card is not exchangeable for cash.
16. All applications become the property of the Organiser. As a condition of entering this Program, each applicant agrees to assign all of their rights, title and interest (including copyright) in and to their application to the Organiser. Applications will not be returned to any applicant.
17. Applicant consent to the Organiser using their name, likeness, image and/or voice in the event they are a Community Giveback Program 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 Program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organiser.
18. If this Program 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 Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any applicant; or (b) to modify, suspend, terminate or cancel the Program, as appropriate.
19. 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 2010 (Cth.), as well as any other implied warranties under 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 Organiser (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 Program.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser (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 Organiser's control); (b) any theft, unauthorised access or third party interference; (c) any application or grant claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser; (d) any tax liability incurred by an applicant organisation; or (e) use of a gift card.
21. The Organiser collects personal information ("PI") of authorised representatives 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 and suppliers. Entry is conditional on providing this PI. The Organiser will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.jll.com.au/en/privacy-statement>. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.