



World Square Lunar New Year 2018 Lucky Gold Pocket Competition Terms & Conditions

Promotion Period

1. Promotion period starts Monday 5th February 2018 and closes 11.59pm (AEDST) on Sunday 4th March 2018 (“Promotional Period”).
2. A winner will be selected weekly, each Monday at 11.00am (AEDST) after the start of the promotion period on 12th, 19th, 26th February and 5th March (each a “Judging Round”). All entries received (excluding winners of previous Judging Rounds) up until the relevant Judging Round will be considered for the prize available in that Judging Round.

Conditions of Entry

3. Entry into the promotion is deemed acceptance of these conditions of entry and to the [Red Pocket Treasure Hunt Terms of Service](#).
4. Entry is open to all visitors of World Square aged 18 years or over who have an Instagram account and a device compatible with the World Square App. All entrants must be able to collect the prize in person as per clauses 14 – 18 below.
5. Employees and their immediate families of World Square Shopping centre, the Promoter, participating retailers, prize providers 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 1st cousin
6. It is a condition of entry that all users agree to the publication of their name, username and posted image on the World Square website, Instagram and Facebook pages and any of the Promoter’s other platforms, as determined by the Promoter.

How to Enter and Win

7. To enter, eligible individuals must participate in the World Square’s Lunar New Year 2018 in Augmented Reality experience by completing the following steps during the Promotional Period:
 - Download the World Square App from the App Store or Google Play and create an Account (if they have not done so already).
 - Visit the World Square Shopping Centre in Sydney, open the World Square App and follow the instructions in the App to collect 15 red pockets at participating retailers to reveal exclusive offers;
 - Once they have collected the 15 red pockets, proceed to Level 1 of the World Square Shopping Centre to find the lucky gold pocket (if an entrant is selected as a winner, they will need to provide proof of reaching this stage to be eligible to receive their prize as per clause 17 below); and then
 - Take and then share an image or video of any part of their World Square’s Lunar New Year 2018 in Augmented Reality experience on their Instagram account and include the hashtag #worldsquare.
8. Multiple entries permitted per person, however, each entry must be in respect to a different image or video of the entrant’s World Square’s Lunar New Year 2018 in Augmented Reality experience . This is a game of skill and the winners will be selected by the World Square Marketing Team, based on the creativity and



originality of the image or video shared. Each entry will be judged on this criteria and the entry deemed to be the best in each Judging Round will win the prize available for that Judging Round. The Promoter reserves the right to select reserve entries in each Judging Round in the case of an invalid entry being selected as a winner.

9. There will be four winners only, one in each Judging Round.
10. Prizes are as follows:
 - 12th February Judging Round: \$1,500 Coles gift voucher supplied as 3 x \$500 Gift Cards.
 - 19th February Judging Round: Pixel 2 XL 64GB valued at \$1399 plus \$101 phone accessories from Telstra at World Square. Mobile phone prize is a handset only. The winner will be responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call charges. Phone accessories will be selected by the Promoter.
 - 26th February Judging Round: \$1,500 Secret Sneaker Store prize 2 pairs of the ADIDAS NMD INVINCIBLE X NEIGHBOURHOOD COLLABORATION size US9 to US10.5, subject to availability.
 - 5th March Judging Round: \$1,500 World Square shopping spree at a World Square retailer of the winner's choice. In the event that the winner does not use the entire allocated budget, the remainder will be forfeited and will not be awarded as cash. If the winner's selections exceed \$1,500, the winner must pay the outstanding amount.
11. The Promoter's decision is final and no correspondence will be entered into. Prizes cannot be transferred or exchanged and cannot be redeemed for cash. Any ancillary costs associated with redeeming a prize are not included. Any unused balance of a prize will not be awarded as cash. Redemption of a prize is subject to any terms and conditions of the issuer including those specified on any voucher.

Prize Collection Details

12. The winning entrants will be notified via Instagram within 48 hours of being selected.
13. Winners will then be required to provide a contact email address for the Promoter to send details on collecting prizes from World Square in person.
14. Each winner must collect their prize before 16th March 2018.
15. Following notification, if a winner does not respond to contact from the Promoter before 16th March 2018 they will forfeit the prize and another winner will be selected.
16. The Promoter reserves the right to request winners to provide proof of:
 - Identity and/or residency; and
 - Lucky Gold Pocket redemption emailIdentification considered suitable for verification is at the discretion of the Promoter, acting reasonably.
17. Winners must sign a confirmation of prize collection on collecting their prize and a copy of their identification will be filed as proof of collection.

General

18. 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 entrant who the Promoter has reason to believe has breached any of 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 will 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.

19. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
20. The Promoter may collect your personal information through your use of the World Square App or through your contact with World Square. Any personal data and other information provided by you will be treated by World Square in accordance with our [Privacy Policy at www.worldsquare.com.au/privacy_policy.html](http://www.worldsquare.com.au/privacy_policy.html). By providing any such personal data or other information you agree to the terms of our [Privacy Policy](#), and in particular you agree that the Promoter can collect, hold, use and disclose your personal information in the following ways: for the purpose of and incidental to your use of the App, including facilitating the completion of orders through the App and other uses and disclosures we required to operate the Site; for the purposes of providing you with news and information about World Square's events, activities and promotions and to participate in this promotion; for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia (see Privacy Policy for details). You may access and correct your personal information by contacting us and in accordance with our Privacy Policy. Access to certain features of the App is conditional on provision of the requested person data. Please also see our privacy policy for details on how to complain if you believe that there has been a breach of the Australian Privacy Principles or any applicable code and our privacy complaint procedures. The Promoter may share personal information with its service providers, agencies, contractors and regulatory bodies as required.
21. Incomplete, indecipherable, or illegible entries will be deemed invalid. 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.
22. If for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited. If a prize (or part of a prize) is unavailable, the Promoter, in 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.
23. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;



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- (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 24. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 25. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 26. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 27. Any cost associated with accessing the internet in connection with the promotion 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.
- 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 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 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 (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 prize that is late, lost, altered, damaged or misdirected (whether



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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 (g) use of a prize.

30. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
31. Apple Inc. is not a sponsor of this promotion and is not involved in the administration, management or fulfilment of this promotion.
32. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
33. The Promoter is: Jones Lang La Salle (NSW) Pty Limited, ABN 37002851925, manager of World Square Shopping Centre, Level 8, 644 George Street Sydney 2000, +61 2 8275 6777.



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