



World Square Lunar New Year 2018 Red Pocket Treasure Hunt Terms of Service

Final 02/02/2018

Agreement to Terms

1. Using the 'World Square' smart device application (the "App") for the Red Pocket Treasure Hunt as part of the World Square Lunar New Year 2018 Campaign is deemed acceptance of these terms of service ("Terms").
2. You must be aged 18 years or over to download and use the App. Download and use of the App is subject to these Terms and our [Privacy Policy](#).
If you don't agree to these Terms, our Trainer Guidelines, and our Privacy Policy, do not use the App.
3. We may modify these Terms at any time. If we do so, we'll let you know either by posting the modified Terms on our website, www.worldsquare.com.au or App or through other communications. It's important that you review the Terms whenever we modify them, because if you continue to use the App after we have posted modified Terms on our website or App, or otherwise communicate them to you, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the App anymore.
4. The App is owned and operated by Jones Lang La Salle (NSW) Pty Limited (the "Promoter") ABN 37002851925, manager of World Square Shopping Centre, Level 8, 644 George Street Sydney 2000. +61 2 8275 6777.

Privacy

5. Please refer to our [Privacy Policy](#) for information on how we collect, use, and disclose information from our users and to clause 9 below.

Eligibility and Account Registration

6. If you want to use certain features of the App, you will have to create an account with us (an "Account").
7. It's important that you provide us with accurate, complete, and up-to-date information for your Account, and you agree to update such information as needed, to keep it accurate, complete, and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.
8. By creating an Account, the Promoter may collect your personal information through your use of the App or through your contact with World Square. Any personal data and other information provided by you will be treated by the Promoter in accordance with our Privacy Policy. 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, where applicable, facilitating the completion of orders through the App and other uses and disclosures we required to operate the App; for the purposes of providing you with news and information about World Square's events, activities and promotions, including but not limited to the World Square Lunar New Year 2018 Campaign; for other purposes to which you, either



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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 our 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.

9. You agree that the Promoter may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you related to the App.

Safe Play

10. During game play, please be aware of your surroundings and play safely.
11. You agree that your use of the App and play of the game is at your own risk, and it is your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as you deem reasonably necessary for any injuries that you may incur while using the App.
12. You also agree not to use the App to violate any applicable law, rule, or regulation (including but not limited to the laws of trespass), and you agree not to encourage or enable any other individual to violate any applicable law, rule, or regulation.
13. Without limiting the foregoing, you agree that in conjunction with your use of the App you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind.
14. To the extent permitted by applicable law, the Promoter disclaims all liability related to any property damage, personal injury, or death that may occur during your use of the App, including any claims based on the violation of any applicable law, rule, or regulation or your alleged negligence or other tort liability.
15. Further, in the event that you have a dispute with one or more other users of the App, you release the Promoter (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Rights in App

16. Subject to your compliance with these Terms, the Promoter grants you a limited nonexclusive, non-transferable, non-sublicensable license to download and install a copy of the App on a mobile device and to run such copy of the App solely for your own personal, non-commercial purposes, in the way intended and provided for within the normal functionality of the App only. You acknowledge that the Promoter may from time to time issue upgraded versions of the App, and may automatically





electronically upgrade the version of the App that you are using. You consent to such automatic upgrading on your device.

17. Except as expressly permitted in these Terms, you may not: (a) copy, modify, reproduce or create derivative works based on the App; (b) distribute, transfer, sublicense, lease, lend, or rent the App to any third party; (c) reverse engineer, decompile, or disassemble the App; or (d) make the functionality of the App available to multiple users through any means. The Promoter reserves all rights in and to the App not expressly granted to you under these Terms.

Additional Terms for Apps in Apple Store and Google Play

18. If you accessed or downloaded the App from the Apple Store, then you agree to use the App only: (a) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (b) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.
19. If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store or Google Play) (each, an "App Provider"), then you acknowledge and agree that: These Terms are concluded between you and the Promoter, and not with App Provider, and that, as between us and the App Provider, the Promoter is solely responsible for the App.
20. App Provider has no obligation to furnish any maintenance and support services with respect to the App.
21. To the maximum extent permitted by law, App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
22. App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.
23. You must also comply with all applicable third-party terms of service when using the App.
24. You agree to comply with all Australian and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
25. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Content and Content Rights

26. For purposes of these Terms: (a) "Content" means the text, software, scripts, graphics, photos, sounds, images, recordings, illustrations, music, videos, audio-visual combinations, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the App. "User Content" means any Content that Account holders (including you) provide through the App. Content includes without limitation User Content.
27. Subject to your compliance with these Terms, the Promoter grants you a personal, non-commercial, nonexclusive, non-transferable, non-sublicensable, revocable license to download, view, display, and use





the Content solely in connection with your permitted use of the App, in the way intended and provided for within the normal functionality of the App.

Content Ownership

28. The Promoter does not claim any ownership rights in any User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.
29. Subject to the foregoing, the Promoter exclusively owns all right, title, and interest in and to the App and Content, including all associated intellectual property rights.
30. You acknowledge that the App and Content are protected by copyright, trademark, and other laws of Australian and foreign countries. No part of the App may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the App, in any manner, and you shall not exploit the App in any unauthorised way whatsoever, including but not limited to, using the App to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity.
31. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the App or Content.

Rights Granted by You

32. By making any User Content available through the App, you grant to the Promoter a nonexclusive, perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute your User Content in connection with operating and providing the services of the App and Content to you and to other Account holders.
33. You are solely responsible for all your User Content. You represent and warrant that you own all intellectual property rights in all your User Content, or you have all rights that are necessary to grant us the license rights in your User Content under these Terms.
34. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the App, nor any use of your User Content by the Promoter on or through the App will infringe, misappropriate, or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
35. The Promoter may, at any time, reject any submissions in which the Promoter believes, in its sole discretion, that the User Content is inappropriate or violates these Terms.
36. The Promoter further reserves the right to remove any User Content from the App at any time and without notice and for any reason.
37. The App permits Account holders to capture and share images and video content while using the App on social media, including but not limited to the purposes of entering into the Lucky Gold Pocket Competition.
38. As per the [Lucky Gold Pocket Competition Terms and Conditions](#), it is a condition of entry that all users agree to the publication of their name, username and posted image on the World Square's digital platforms including but not limited to the website, Instagram and Facebook pages and any other platform of the Promoter, as determined by the Promoter.

Conduct, General Prohibitions, and The Promoter's Enforcement Rights



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39. You agree that you are responsible for your own conduct and User Content while using the App, and for any consequences thereof. By way of example, and not as a limitation, you agree that when using the App and Content, you will not:
- defame, abuse, harass, harm, stalk, threaten, or otherwise violate the legal rights (including the rights of privacy and publicity) of others;
 - upload, post, email, transmit, or otherwise make available any unlawful, inappropriate, defamatory, obscene, pornographic, vulgar, offensive, fraudulent, false, misleading, or deceptive Content or message;
 - promote or engage in discrimination, bigotry, racism, hatred, or harassment against any individual or group;
 - trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be;
 - violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - upload, post, or otherwise make available commercial messages or advertisements, pyramid schemes, or other disruptive notices;
 - impersonate or misrepresent your affiliation with another person or entity;
 - promote or provide instructional information about illegal or harmful activities or substances;
 - promote or engage in physical harm, violence, or injury against any group or individual;
 - transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
 - submit fake, falsified, misleading, or inappropriate data submissions, edits, or removals;
 - post, upload, publish, submit, or transmit any Content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
 - use, display, mirror, or frame the App or any individual element within the App, the Promoter's name, trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without the Promoter's express written consent;
 - access, tamper with, or use non-public areas of the App, the Promoter's computer systems, or the technical delivery systems of the Promoter's providers;
 - attempt to probe, scan, or test the vulnerability of any the Promoter's system or network or breach any security or authentication measures;
 - avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the Promoter or any of the Promoter's providers or any other third party (including another user) to protect the App or Content;
 - attempt to access or search the App or Content, or download Content from the App through the use of any technology or means other than those provided by the Promoter (including, without limitation, automation software, bots, spiders, crawlers, data-mining tools, or hacks, tools, agents, engines, or devices of any kind);
 - extract, scrape, index, copy, or mirror the App or Content or portions thereof (including but not limited to the App's database and other information about users or gameplay);
 - use any meta tags or other hidden text or metadata utilising the Promoter's trademark, logo, URL, or product name without the Promoter's express written consent;

- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the App or Content to send altered, deceptive, or false source-identifying information;
 - attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the App or Content;
 - interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the App;
 - take any action that imposes, or may impose, an unreasonable or disproportionately large load on the App or the Promoter's infrastructure;
 - delete, obscure, or in any manner alter any attribution, warning, or link that appears in the App or the Content;
 - use the App or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in a manner not permitted by these Terms, including but not limited to (a) gathering in App items or resources for sale outside the App, (b) performing services in the App in exchange for payment outside the App, or (c) sell, resell, rent, or lease the App or your Account;
 - collect or store any personally identifiable information from the App from other users of the App without their express permission;
 - violate any applicable law or regulation; or
 - encourage or enable any other individual to do any of the foregoing.
40. Although we may not be obligated in all instances to monitor access to or use of the App or Content or to review or edit any Content, we have the right to do so for the purpose of operating the App, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements.
41. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms.
42. We have the right to investigate violations of these Terms or conduct that affects the App. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.
43. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Promoter's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Feedback

44. We welcome feedback, comments, and suggestions for improvements to the App ("Feedback"). You can submit Feedback by reaching out to us on info@worldsquare.com.au.
45. You grant to us a nonexclusive, worldwide, perpetual, irrevocable, fully paid, royalty free, sublicensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose.

Copyright Policy

46. The Promoter respects copyright law and expects its users to do the same.
47. It is the Promoter's policy to terminate in appropriate circumstances Account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.





Links to Third Party Websites or Resources

48. The App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products, or services on or available from those websites, or resources or links displayed on such websites.
49. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Termination

50. We may terminate your access to and use of the App, at our sole discretion, at any time and without notice to you.
51. You may cancel your Account at any time by unsubscribing at worldsquare.com.au and deleting your Account through the App.
52. Upon any termination, discontinuation, or cancellation of your Account, the following provisions of these Terms will survive: Content Ownership; Rights Granted by You; Feedback; Disclaimer of Warranties; Indemnity; Limitation of Liability; General Terms; and this sentence of Termination. The rights and obligations that may survive termination are not limited to those set out in this clause.

Disclaimer of Warranties

53. Your use of the App is at your own risk.
54. To the extent permitted by applicable law, the App and Content are provided "as is", without warranty of any kind.
55. Without limited the foregoing, the Promoter explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and any warranties arising out of course of dealing or usage of trade.
56. The Promoter makes no warranty that the App will meet your requirements or be available uninterrupted, secure, or error-free basis, and we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any Content.
57. You assume all risks relating to your online or offline communications and interactions with other users of the App and with other person whom you communicated or interact as a result of your use of the App.
58. You understand that the Promoter does not screen or inquire into the background of any users of the App.
59. The Promoter makes no representations or warranties as to the conduct of users of the App.
60. You agree to take reasonable precautions in all communications and interactions with other users of the App and with other persons with whom you communicate or interact as a result of our use of the App, particularly if you decide to meet offline or in person.

Indemnity

61. You will indemnify and hold harmless the Promoter and its respective officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the App or Content, (b) your User Content, or (c) your violation of these Terms.



Limitation of Liability

62. To the extent permitted by applicable law and subject to the rights you may have under the Australian Consumer Law (as enshrined within Schedule 2 of the Competition And Consumer Act 2010 (Cth) and any other applicable laws that cannot be excluded, the Promoter or any party involved in creating, producing or delivering the App or Content will not be liable to you for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage, or system failure or the cost of substitute services, arising out of or in connection with these terms, or from the use of or inability to use the App or Content, or from any communications, interactions, or meetings with other users of the App or person with whom communicate or interact as a result of your use of the App, whether based on warranty, contract, tort (including negligence) product liability, or any other legal theory, and whether or not the Promoter have been advised of the possibility of such damages.
63. While the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction, where conditions, warranties or other rights are implied in these terms and conditions or otherwise conferred by law, and it is not lawful or possible to exclude them, then those conditions, warranties or other rights will (but only to the extent required by law) apply to these Terms.

Applicable Laws and Severability

64. These Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia, and the courts that may hear appeals from them.
65. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Internet and Telecommunications Access

66. The App requires a connection to the Internet in order to function. Your device will need to be connected either via Wi-Fi or a 3G/4G data connection in order to take advantage of all features of the App. Any costs incurred in respect to internet access and accessing the App are your responsibility.

