

## TERMS AND CONDITIONS FOR “WORLD SQUARE Digital Post Card Cherry Blossom Festival BLANKET” PROMOTION 2018

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “[**Digital Post Card Cherry Blossom Festival**]” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.
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**”).

### ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Australian residents.
3. 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.
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in World Square Shopping Centre (“**Participating 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

5. This Promotion commences on [**13<sup>th</sup> August 2018**] and ends at [**7pm**] **AEST/AEDST** on [**26<sup>th</sup> August 2018**] (“**Promotion Period**”).

### HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - i. To enter, eligible individuals must, during the Promotion Period, visit [www.worldsquare.com.au/cherryblossom](http://www.worldsquare.com.au/cherryblossom) follow the prompts to the World Square Digital Post Card Cherry Blossom entry page, input the requested details including their full name, valid email address, and submit the fully completed entry form. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the World Square database and to be used in accordance with the purposes set out in these Terms and Conditions;
  - ii. the customer must then share their digital postcard or Cherry

Blossom experience on social media any of the below:

- a. To enter, eligible individuals must, during the Promotion Period, visit the World Square page on Facebook (<https://www.facebook.com/WorldSquare/>) (“**World Square Page**”) and like the page; and
- b. Take a photograph of their digital postcard or Cherry Blossom experience then upload via Facebook with the post containing both @World Square and #worldsquare.

For the avoidance of doubt, entrants’ profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

OR

- a. Follow World Square on Instagram (@**worldsquare**); and
- b. take a photograph of [their digital postcard or Cherry Blossom experience] then upload their image via Instagram, with the post containing both @**worldsquare** and the hashtag #**[worldsquare]**. Entrants must act in accordance with Instagram’s requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>.

For the avoidance of doubt, entrants’ profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

## 7. LIMITS ON ENTRY

8. Multiple entries permitted per person, however each entry must be **substantially unique** and submitted separately and in accordance with entry requirements

## DRAW DETAILS

9. The draw will take place at World Square, Centre Management, Level 8, 644 George Street, Sydney NSW 2000 at **[10am] AEST/AEDST on [Thursday 30 August 2018]**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## WINNER NOTIFICATION

10. The provisional winner(**s**) 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. Any NSW winner of a prize valued at over \$500 will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Thursday 13 September 2018]**

## PRIZES

11. The first **[3]** valid **entry/entries** randomly selected, from all valid entries received, will win one of three major prizes each, bring either the prize of [**1 pair of optical frames or sunglasses from OPSM valued at \$490 with lenses valued up to \$300 total value at \$790; OR a \$500 World Square Flight Centre voucher to be redeemed at World Square in adherence to it's Terms and Conditions valued at AUD \$500; OR a double pass to Osaka Monoaurail via Ticketek valued at \$100;**]
12. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
13. Product/s included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All prizes must be taken as offered.
14. The **Osaka Monoaurail** ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or any companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. The winner (and any companion) will be responsible for their own transport to and from the event venue and any costs associated.
15. Winners are responsible for all costs associated with attending the experience, including but not limited to travel to and from the Participating Centre.
16. Spending money, meals, insurance, transport, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Any costs associated with redeeming the prize, including transport to and from accommodation and any other location relevant to the prize, are the responsibility of the winner (and any companion).
17. Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

## UNCLAIMED PRIZE DRAW

18. A draw for any prize, if unclaimed, may take place on **[Thursday 25<sup>th</sup> October 2018]** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any NSW winner of a prize valued at over \$500 will have their name and postcode

published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Thursday 8 November 2018]**.

## **GENERAL**

19. Incomplete, indecipherable or illegible entries will be deemed invalid.
20. 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.
21. 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.
22. 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.
23. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Total prize pool value is **[\$1390]**.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. 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.
27. 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.
28. 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.

29. The Promoter's decision is final and no correspondence will be entered into.
30. 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.
31. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php). This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. 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 Facebook.
32. 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.
33. 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.
34. 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 of a prize.

## **PRIVACY**

35. 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 World Square 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 [info@worldsquare.com.au](mailto:info@worldsquare.com.au). 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](mailto:privacyinfo@ap.joneslanglasalle.com) and will be dealt with by the Promoter in accordance with its respective Privacy Policy. To view the relevant Privacy Policy please visit [privacyinfo@ap.joneslanglasalle.com](mailto:privacyinfo@ap.joneslanglasalle.com) (JLL). All entries remain the property of the Promoter.

**NSW Permit No. LTPM/18/03111**

## **FOR LOTTERY DEPARTMENT'S REFERENCE**

First potential commencement date: 21/5/18

Last potential closing date: 15/2/19

Last potential draw date: 18/2/19

Last potential publication date: 4/3/19

Last potential unclaimed prize draw date: 18/5/19

Last potential unclaimed prize publication date: 20/5/19

- **No individual prize will exceed \$1000**

- The total prize pool is capped at \$100,000
- No prohibited prizes will be given away

For the purpose of the NSW Lottery Department entry mechanics may include, but are not limited to, the following examples:

- iii. To be eligible to enter and receive an automatic entry into the draw, eligible individuals must, during the Promotion Period, subscribe to the Participating Centre's Free WiFi service using a WiFi compatible device. To do this, eligible individuals must visit the Participating Centre and then:
  - Ensure their WiFi compatible device has its wireless signal switched on;
  - Go to the available wireless network collection list;
  - Select 'WorldSquareFreeWiFi' from the list (may need to select 'CONNECT'); and
  - On the welcome screen, enter their details, accept the Terms and Conditions and select 'CONNECT TO WI-FI'.
- iv. To enter, eligible individuals must, during the Promotion Period, visit [www.worldsquare.com.au](http://www.worldsquare.com.au) follow the prompts to the Promotion entry page, input the requested details including their full name, valid email address, mobile telephone number and suburb of residence and submit the fully completed entry form. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the World Square database and to be used in accordance with the purposes set out in these Terms and Conditions;
- v. To enter, eligible individuals must, during the Promotion Period, send an email to [info@worldsquare.com.au](mailto:info@worldsquare.com.au) with the subject title "[INSERT DETAILS]" containing their full name, valid email address, mobile telephone number and suburb of residence. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the World Square database and to be used in accordance with the purposes set out in these Terms and Conditions;
- vi. Individuals can enter the promotion through the "[PLEASE INSERT NAME]" application ("App") on the Facebook Platform. Individuals can locate the App on the World Square Shopping Centre page on Facebook (<https://www.facebook.com/WorldSquare/>) ("World Square Page").

Individuals must accept the permissions requested by the App. Entrants must then use the App to input the requested details including their full name, valid email address, mobile telephone number and suburb of residence and submit the fully completed entry form during the Promotion Period. It is a condition of entering

the Promotion that entrants agree for their personal information to be added to the World Square database and to be used in accordance with the purposes set out in these Terms and Conditions;

- vii. To enter, eligible individuals must, during the Promotion Period, visit the World Square page on Facebook (<https://www.facebook.com/WorldSquare/>) (“**World Square Page**”) and ‘Like’ the promotional post;
- viii. To enter, eligible individuals must, during the Promotion Period, visit the World Square page on Facebook (<https://www.facebook.com/WorldSquare/>) (“**World Square Page**”) and leave a comment on the promotional post in accordance with the instructions provided on the World Square Page;
- ix. To enter, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a. Follow World Square on Instagram (@**worldsquare**) and
  - b. Re-gram the promotional image (containing **INSERT e.g. “details of this promotion” or “the prize to be won” etc.**) with the hashtag #[**PLEASE INSERT**]. Entrants must act in accordance with Instagram’s requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>.

For the avoidance of doubt, entrants’ profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

- x. To enter, eligible individuals must, during the Promotion Period, undertake the following steps:
  - c. Follow World Square on Instagram (@**worldsquare**); and
  - d. take a photograph of [**PLEASE INSERT**] then upload their image via Instagram, with the post containing both @**worldsquare** and the hashtag #[**PLEASE INSERT**]. Entrants must act in accordance with Instagram’s requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>.

For the avoidance of doubt, entrants’ profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

- xi. To enter, eligible individuals must complete 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; and
  - **[INSERT SANY FURTHER SPECIFIC INSTRUCTIONS];**
- xii. To enter, eligible individuals must receive a promotional email, directly from the Promoter, inviting them to enter and then undertake the following steps during the Promotional Period:
- Click on the link within the promotional email;
  - Follow the prompts to the survey page;
  - Complete and submit the survey in full and as instructed.
- xiii. To enter, eligible individuals must, during the Promotion Period, undertake the following steps:
- Follow the World Square WeChat Page;
  - Visit the World Square WeChat Page and in accordance with the instructions provided input the requested details; and
  - Submit the fully completed entry form.