

## TERMS AND CONDITIONS FOR “WORLD SQUARE #WSqArt” PROMOTION 2019

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “[WORLD SQUARE #WSqArt]” 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. 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.
3. 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

4. This Promotion commences on [Thursday 25 July, 2019] and ends at [10:00am] on [Friday 9 August 2019] (“**Promotion Period**”).

### HOW TO ENTER

- A. To enter, eligible individuals must, during the Promotion Period, undertake the following steps:

take a photograph or video of [any of the #WSqArt Murals] then upload it via Instagram with the hashtag [#WSqArt]. 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’ Instagram account must be on public display and must contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

or

- B. To enter, eligible individuals must, during the Promotion Period, upload an image or video of a #WSqArt mural on their personal timeline on Facebook (<https://www.facebook.com/>) and use the hashtag #WSqArt in the post.

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

5.

### LIMITS ON ENTRY

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

#### **DRAW DETAILS**

- The draw will take place at World Square, Centre Management, Level 8, 644 George Street, Sydney NSW 2000 at **[11:00am]** on **[Friday 9 August 2019]**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

#### **WINNER NOTIFICATION**

- 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 **[Monday 12 August 2019]**. Any ACT winner of a prize, regardless of the prize value, will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Monday 12 August 2019]**. Any SA winner of a prize valued at over \$250 will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Monday 12 August 2019]**. Any VIC winner of a prize valued at over \$1000 will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Monday 12 August 2019]**.

#### **PRIZES**

- The first **[three]** valid **entry/entries** randomly selected, from all valid entries received, will win the prize of **[a \$100 pre-paid credit card]**, each valued at AUD\$**[\$100.00]**.
- 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.

#### **UNCLAIMED PRIZE DRAW**

- A draw for any prize, if unclaimed, may take place on **[Monday 11 November 2019]** 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 **[Tuesday 12 November 2019]**. Any ACT winner of a prize, regardless of the prize value, will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Tuesday 12 November 2019]**. Any SA winner of a prize valued at over \$250 will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Tuesday 12 November 2019]**. Any VIC winner of a prize valued at over \$1000 will have their name and postcode published online at [www.worldsquare.com.au](http://www.worldsquare.com.au) from **[Tuesday 12 November 2019]**.

#### **GENERAL**

- 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.
- 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.
- 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.

18. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is **[\$300.00]**.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. 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.
22. 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.
23. 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.
24. 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.
25. The Promoter's decision is final and no correspondence will be entered into.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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**

31. 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](http://privacyinfo@ap.joneslanglasalle.com) (JLL). All entries remain the property of the Promoter.

**NSW Permit No. LTPM/19/04447**

**FOR NSW LOTTERY DEPARTMENT'S REFERENCE**

First potential commencement date: 01/06/2019  
Last potential closing date: 28/02/2020  
Last potential draw date: 28/02/2020  
Last potential publication date: 29/02/2020  
Last potential unclaimed prize draw date: 30/05/2020  
Last potential unclaimed prize publication date: 31/05/2020

- **No individual prize will exceed \$1000 in NSW**
- **The total prize pool in NSW is capped at \$100,000**
- **No prohibited prizes will be given away**