

## COMMUNITY COOKBOOK – ISPT/JONES LANG LASALLE

### **Condensed terms and conditions (must be displayed in all advertising):**

Visit each shopping centre's website for full terms. Open to permanent residents of New South Wales aged 18 years and over as of the date of entry. Promotional Period commences 12.01am on 26 August to 11.59pm on 30 September 2020. Winners announced by 5.00pm on 9 October 2020 on each shopping centre's website. The prize pool for each shopping centre OR shopping centre group is valued at \$250, with total prizes for all shopping centre groups at \$3,250. Winners notified by email and published online at each centre's website from 5.00pm on 9 October 2020 for 28 days. The Promoter is ISPT (ABN 28 064 041 283) trading as Jones Lang LaSalle

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### **Community Cookbook**

#### **Terms and Conditions of Entry**

##### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this promotion is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.

##### **Submission Process**

3. Local customers are invited to submit recipes to form part of our community cookbook from 12.01am AEST on 26 August to 11.59pm AEST on 30 September 2020 ("**Promotional Period**").
4. To submit a recipe and enter, customers must fill out the entry form on their local participating shopping centre's website (listed below in Participating Centres) during the Promotional Period, which includes providing their full name, email address, phone number, recipe details and an image of their choice.
5. At the end of the Promotional Period, all online submitters will go into a draw for a chance to win a \$250 gift card.

##### **Who can enter**

6. Subject to the clauses below, entry is open to all permanent residents of New South Wales, Victoria, Queensland, ACT, South Australia and Western Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Eligible Entrants must be over the age of 18, as of the date of entry.
7. The Promoter is ISPT (ABN 28 064 041 283) (the '**Promoter**'), trading as Jones Lang LaSalle

##### **Online submission - Open, Close, Draw, Publish dates and Prize Collection**

8. At the conclusion of the Promotional Period, entries will be divided into groups based on the participating shopping centre the individual entered through (groups detailed below in Shopping Centre Groupings). To determine the winner for each shopping centre/shopping centre group, all entrants' names and email addresses for that shopping centre/shopping centre group will be uploaded onto an excel spreadsheet at 10:00am

AEDST on 9 October 2020 at JLL **Wagga Wagga Marketplace, 87 Baylis St Wagga Wagga NSW 2650.**

9. From the excel spreadsheet, one (1) winner for each shopping centre/shopping centre group will be chosen at random.
10. The first valid entry drawn from each shopping centre/shopping centre group will be deemed the winner of a \$250 digital gift card. There is a total of thirteen (13) digital gift cards to be won.
11. The Promoter will ensure that all entries have an equal chance of winning a prize.
12. The winners do not have to be present at prize draws to claim prizes.
13. The winners will be notified by 5:00pm AEDST on 9 October 2020. Their name will also be published on each centre's website from 5:00pm AEDST on 9 October 2020 for 28 days.
14. Prize collection: The winner is responsible for liaising with the shopping centre management office and provide their chosen email address to receive the digital gift card.
15. If the winner is non-contactable or does not respond within 28 days of the publication of the prize winner, then another random draw as per Clause 23 will take place to determine the winner.

**Number of Winners and Shopping Centre Groupings**

16. The prize pool for each shopping centre group is valued at \$250. The total prize pool is \$3,250.
17. The total number of promotion winners in this promotion is thirteen (13). The prizes on offer per shopping centre/shopping centre grouping are as below:

<b>Number of winners</b>	<b>Shopping Centre Groupings</b>	<b>Value of each</b>
1 Winner (1 for each centre)	Barkly Square	\$250.00
1 Winner (1 for each centre)	Central West	\$250.00
1 Winner (1 for each centre)	Southgate Sylvania	\$250.00
1 Winner (1 for each centre)	Eastgate Bondi Junction	\$250.00
1 Winner	Wagga Wagga Marketplace	\$250.00

(1 for each centre)		
1 Winner (1 for each centre)	Karingal Hub Shopping Centre	\$250.00
1 Winner (1 for each centre)	Waurm Ponds Shopping Centre	\$250.00
1 Winner (1 for each centre)	Bendigo Marketplace	\$250.00
1 Winner (1 for each group)	<u>QUEENSLAND IRAPT CENTRES:</u> Silkstone Village, Nundah Village, Bracken Ridge Plaza, Mango Hill Marketplace, Coolum Village, Mount Isa Village, Deeragun Village, 19th Avenue	\$250.00
1 Winner (1 for each group)	<u>WA &amp; SA IRAPT CENTRES:</u> Lakelands, Beeliar Village, Banksia Village, St Clair Village	\$250.00
1 Winner (1 for each group)	<u>VICTORIA IRAPT CENTRES:</u> Tarneit West Village, Taylors Hill Village, Showgrounds Village, Camberwell Place, Lilydale Village, Mill Park Village	\$250.00
1 Winner (1 for each group)	<u>NSW &amp; ACT IRAPT CENTRES:</u> Gungahlin Village, Kiama Village, Kellyville Village, The Ponds, Winmalee Village, Kincumber, Dee Why, North Lakes Shopping Centre, Warners Bay Village, Fletcher Village, Katoomba Village	\$250.00

**Participating Centres:**

<https://barklysquare.com.au/>

<https://www.centralwest.com.au/>  
<https://southgatesydney.com.au/>  
<https://eastgatebondijunction.com.au/>  
<https://waggamarketplace.com/>  
<https://www.richmondmarketplace.com.au/>  
<https://karingalhub.com.au/>  
<https://www.waurnpondssc.com.au/>  
<http://bendigomarketplace.com.au/>  
<https://silkstonevillage.com.au/>  
<https://www.nundahvillage.com.au/>  
<https://brackenridgeplaza.com.au/>  
<https://mangohillmarketplace.com.au/>  
<https://columvillage.com.au/>  
<https://mountisavillage.com.au/>  
<https://deeragunvillage.com.au/>  
<http://www.19thavenueshopping.com.au/>  
<https://lakelands.com.au/>  
<https://beeliarvillage.com.au/>  
<https://www.banksiavillage.com.au/>  
<https://stclairvillage.com.au/>  
<https://tarneitwestvillage.com.au/>  
<https://taylorshillvillage.com.au/>  
<https://showgroundsvillage.com.au/>  
<https://camberwellplace.com.au/>  
<https://lilydalevillage.com.au/>  
<https://millparkvillage.com.au/>  
<https://gungahlinvillage.com.au/>  
<https://kiamavillage.com.au/>  
<https://kellyvillevillage.com.au/>  
<https://shopattheponds.com.au/>  
<https://winmaleevillage.com.au/>  
<https://kincumbershoppingvillage.com.au/>  
<https://deewhygrand.com/>  
<https://northlakesshoppingcentre.com.au/>  
<https://warnersbayvillage.com/>  
<https://fletchervillage.com.au/>  
<https://katoombavillage.com.au/>

#### **Further Terms and Conditions**

18. When the entrant uploads an image as part of the submission process, entrants agree for that photo to be published in the community cookbook with the possibility of the image being edited in some way.
19. Not all customer recipes that are submitted will be featured in the community cookbook.
20. Any entrant found to have used a third party (including online promotion entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested

documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this promotion.

21. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
22. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. A draw for any unclaimed prizes may take place on **9 November 2020** at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by **5:00pm AEDST on 9 November 2020** and their name will also be published on each centre's website from 5:00pm AEDST on **9 November 2020** for 28 days.
24. The Promoter highly recommends a current email address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the email addresses provided by promotion entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
25. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
26. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
27. The Promoter's decision in relation to any aspect of the promotion is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated email address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
28. Each shopping centre ensure that all security systems will be put in place to ensure that the promotion will not be tampered with in any way or form.

29. Retail purchases excluded from this promotion include corporate purchases, bill payments, pharmacy scripts and scheduled medicines, liquor products, tobacco products, expenditure on gambling including but not limited to lotteries and instant scratch tickets and lay-by payments, except where the amount paid completes the transaction.

**Privacy Collection statement**

30. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this promotion (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the promotion draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at the URLs outlined in the Schedule. You may request access to update your personal information or lodge a complaint by writing to The Privacy Officer, JLL Pty Ltd, Level 25, 420 George Street, Sydney, NSW 2000.

**Copyright, Statutory guarantees, Waiver and liability**

31. 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;
  - (d) 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.

32. 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.

33. By submitting, each entrant agrees that the Promoter may use personal information disclosed, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants should direct any request to access, update or correct information to the Promoter.
34. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
35. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
36. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this promotion if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this promotion. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
37. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
38. 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 Promotion and Consumer Act 2010 (Cth), 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 (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 promotion.
39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether 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 (f) use of a prize.