

## **“SEND A SMILE” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to VIC residents.
3. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant 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 submitting a claim in this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin.
5. Promotion commences on 01/03/2021 and closes at 9:00pm AEST on 28/03/2021, or when the maximum number of claims for the respective Participating Shopping Centre (listed in Annexure A below) have been received, whichever is first to occur.
6. To claim, individuals must complete the following steps during the Promotional Period:
  - Click on the promotion advertisement displayed on social media, a website or within a promotional email sent directly by the Promoter;
  - Follow the prompts to the promotion claim page for the respective Participating Shopping Centre;
  - Input the requested details and submit the fully completed claim form.
7. Upon submitting their claim, successful individuals will be sent an email containing a voucher link (“**Reward Email**”) for the reward (as detailed in clause 14 below). Individuals must then send the Reward Email on to a friend (“**Friend**”) so their Friend can receive the reward. The voucher may be used only once. In order for the Friend to redeem the reward, the Friend must then complete the following steps within one (1) month of receiving their Reward Email:
  - Visit a Participating Coffee Shop (listed in Annexure A below) in the respective Participating Shopping Centre;

- Open the Reward Email on their smart phone and click on the voucher link to display a unique voucher code; and
  - Present the unique voucher code on screen to a Participating Coffee Shop staff member and click on the "Click here to mark coupon as used" link on screen in the presence of the Participating Coffee Shop staff member to redeem their free coffee.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
  9. Incomplete or indecipherable claims will be deemed invalid.
  10. Only one (1) claim permitted per person. Offer is strictly limited to the maximum number of claims for each respective Participating Shopping Centre (as detailed in Annexure A below).
  11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
  12. Claimants will be notified by email.
  13. The Promoter's decision is final and no correspondence will be entered into.
  14. The first number of valid claims received to the limit of claims available for each respective Participating Shopping Centre (as detailed in Annexure A below) will each be awarded a voucher for one (1) free coffee valued at up to \$4.60. The free coffee voucher is redeemable only at selected Participating Coffee Shops listed in Annexure A below.
  15. The reward is subject to the standard terms and conditions of individual reward and service providers.
  16. Any ancillary costs associated with redeeming the free coffee voucher are not included. Any unused balance of the free coffee voucher will not be awarded as cash. Redemption of the free coffee voucher is subject to any terms and conditions of the issuer including those specified on the free coffee voucher.

17. If for any reason a/the claimant does not redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
18. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
19. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
21. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
23. Nothing in these Terms and Conditions limits, excludes or modifies 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 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.
24. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.jll.com.au/en/privacy-statement> and <https://residential.colliers.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).
24. The promoter is JONES LANG LASALLE (VIC) PTY LIMITED (ABN 28004582423) of Level 40, 101 Collins Street, Melbourne VIC 3000, telephone: 03 9672 6666 and Colliers International (VIC) Pty Limited, ACN 005 032 940 30/367 Collins St, Melbourne VIC 3000 Telephone: 03 9629 8888 (each the "**Promoter**").

**Annexure A:**

<b>Participating Shopping Centres</b>	<b>Maximum Claims/Free Coffee Vouchers available per centre:</b>	<b>Participating Coffee Shops</b>
Karingal Hub VIC	500	Donut King, Four Seasons Café, Geo's Café, Gloria Jeans Coffee's, Hog's Breath Café, Momentum Café, Stacks Pancake Bar.
Barkly Square VIC	500	Espresso Bar, Rex Espresso
Central West VIC	500	Braybrook STN, Espresso Bar, Michel's Patisserie
Camberwell Place VIC	500	Rex Espresso

Showgrounds Village VIC	500	Rye Cafe
Taylors Hill Village VIC	500	Art De Cafe
Tarneit West Village VIC	500	Global Cafe
Mill Park Village VIC	500	Frankie's Cafe