

## ENEX - \$1K A DAY GIVEAWAY - TERMS & CONDITIONS

### GENERAL

- 1) The Promoter is Jones Lang Lasalle (WA) Pty Limited (JLL) (ABN: 23 008 767 762) (Promoter). The Promoter's address is Level 4, 683-703 Hay Street Mall, Perth WA 6000.
- 2) Information on how to enter and the prizes form part of the Terms and Conditions. Entry into this promotion (Promotion) is deemed acceptance of these Terms and Conditions.
- 3) To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.

### WHO CAN ENTER?

- 4) Entry in the promotion is only open to Western Australian residents aged 18 years and over at the time of entry excluding:
  - employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Promotion; and
  - a spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, guardian, niece, nephew, brother, sister, step brother, step sister or first cousin of a person referred to in subclause a. (Eligible Entrant).
  - Any entrant who does not reside in Western Australia with a valid residential address, is not eligible to enter this Promotion.
  - The Promoter reserves the right, at any time, to verify the eligibility of entrants (including an entrant's age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

### WHEN TO ENTER

- 5) The promotion commences on Wednesday 1st June at 9am and closes on Thursday 30th June at 11:59pm (Promotional Period).
- 6) Entries must be received by the Promoter prior to the end of the Promotional Period
- 7) The time of entry will in each case be the time the online entry is received by the Promoter, not at the time of transmission by the Eligible Entrant
- 8) The Promoter accepts no responsibility for any late entries or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.

### HOW TO ENTER

- 9) To enter, Eligible Entrants must visit enex (100 St Georges Terrace, Perth City), locate a '\$1k A Day Giveaway' campaign asset (onsite posters, signage, hoarding patches), and scan the pictured QR code with their mobile device
- 10) They must follow the prompts on this promotion. Input all requested details to the form (being their first and last name, phone number, email, postcode, gender, and whether they're a city worker) and submit their form entry.
- 11) The promoter does not take responsibility for mobile device models / types / Telco of choice in relation to entry usage and accessibility
- 12) Incomprehensible, illegible, and incomplete entries will be deemed invalid.

- 13) Any entry that is made on behalf of an Eligible Entrant by a third party will be invalid, unless the Eligible Entrant requires the assistance of a third party to enter due to a disability.

#### DISQUALIFICATION

- 14) Any entrant found to:
- have used a third party (including online promotion entry site) to enter on their behalf (other than as permitted under clause 15);
  - have entered incorrect contact details;
  - have provided false information or who seeks to gain an unfair advantage or to manipulate this Promotion; or
  - not be an Eligible Entrant, (Disqualified Entrant) will have their entry invalidated and any claim they have to any prize will be invalidated.
  - If a Disqualified Entrant is awarded a prize and then found to be a Disqualified Entrant, the Disqualified Entrant must immediately return the prize awarded.
  - The Promoter has sole discretion to determine if any entrant is a Disqualified Entrant.
- 15) The Promoter reserves the right, at any time, to request whatever documentation it deems necessary to confirm if the entrant is a Disqualified Entrant. An entrant must provide any requested documentation to the Promoter promptly upon request.
- 16) The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

#### PRIZES

- 17) The prizes are 10 x \$1,000 enex gift cards.
- 18) The winners of the 10 x \$1,000 enex prize draws will receive a \$1,000 gift card each, that can be used at enex.
- 19) The prizes are non-transferable.
- 20) The prizes cannot be redeemed for cash and no change will be given.
- 21) The gift cards are valid for 12 months after the date of issue.
- 22) It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize.
- 23) As a condition of accepting a prize, the Promoter reserves the right to request winners:
1. provide proof of identity, proof of age and proof of residency; and
  2. sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
  3. In the event that a winner cannot provide suitable proof, that winner will forfeit the prize in whole and no substitute will be offered. The Promoter's decision in relation to any aspect of the Promotion is subject to WA legislation but also final and binding on each person who enters. No correspondence will be entered into.

#### NUMBER OF ENTRIES PERMITTED

- 24) Multiple entries are allowed
- 25) Only one entry is permitted per day.

#### DRAW AND NOTIFICATION OF PRIZE WINNERS

- 26) For the 10 x \$1,000 gift card prizes, Ten winners will be drawn at random on Friday 1st July after 10am.
- 27) The winners will be notified by email or phone on within 7 days.
- 28) Upon confirmation, the winner's name will be announced on enex's social media profiles.

#### PRIVACY COLLECTION STATEMENT

- 29) The Promoter collects entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to employees, contractors or subcontractors of the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Promotion, prize suppliers and, as required, to Australian regulatory authorities.
- 30) Entry in the Promotion is conditional on providing this personal information.
- 31) The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://forrestchase.com.au/privacy-policy/>
- 32) By entering the Promotion, entrants consent to:
  1. the use of their personal information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant without any further reference or payment to the entrants; and
  2. being contacted by the Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Promotion.
  3. Entrants may request access or to update your personal information or lodge a complaint by writing to The Promoter, JLL, PO Box 5623, St Georges Terrace Perth, WA 6831.
  4. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.

#### EXCLUSION OF LIABILITY

- 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 *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) 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 the Promotion.

#### FURTHER TERMS AND CONDITIONS

- 34) All times noted in these Terms and Conditions are AWST (Australian Western Standard Time).
- 35) Entrants must have ongoing access to the email account and phone number used to send their entry with the form. The Promoter, the Promoter's related entities, and other agencies, firms, individuals or companies associated with the Promotion take no responsibility for prizes not claimed as a result of a winner failing to access their messages.

36) If, for any reason whatsoever, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Promotion, or disqualifying an Eligible Entrant. Eligible Entrants will not seek any compensation whatsoever from the Promoter.