

**Endeavour Hills Shopping Centre
'JUNIOR CHEFS' PROMOTION
Terms and Conditions**



TERMS & CONDITIONS

1. The Endeavour Hills Shopping Centre 'Junior Chefs (Promotion) commences Wednesday 9 September 2020 and concludes Friday 2 October 2020.
2. The Promotion is promoted by Endeavour Hills Shopping Centre Pty Ltd. ABN 61 113 715 923 (Promoter) of Corner Matthew Flinders Avenue & Heatherton Road, Endeavour Hills VIC 3802.
3. All entrants will be subject to, and will need to adhere to, the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

PRIZE

4. The Promotion's Prize is ten (10) x \$20 Gift Cards. The 10 prizes will be selected at random to 10 participants at the conclusion of the promotional period.

PROMOTION ENTRY

5. To enter the Endeavour Hills Shopping Centre 'Junior Chefs' Promotion, customers must do the following during the Promotional Period:
 - Send a recipe, photo and their name to Endeavour Hills Shopping Centre via Direct Message (DM) to the Centre's Facebook or Instagram page. Alternatively, entries can be sent via the Centre's website.
6. By entering this Promotion, please note that you consent to the use of the recipe and photo being used for Promotional and Marketing purposes by Endeavour Hills Shopping Centre. This includes but is not limited to the use on the Shopping Centre's social media and digital channels.
7. Employees of JLL directly involved in the management of Endeavour Hills Shopping Centre and their immediate family, tenants and their immediate family, the staff of tenants in Endeavour Hills Shopping Centre and their immediate family, the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediate family are not eligible to enter. Immediate family means parents, siblings, spouse, children and grandparents. Tenants means lessees, licensees and in the case of a corporation, their directors.
8. Participants are entitled to enter more than once.
9. 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 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

CUSTOMERS INFORMATION

10. By entering the promotion, you give the Promoter consent to use your photo, recipe and name for marketing and promotional purpose specific to this Promotion for Endeavour Hills Shopping Centre unless you say otherwise. Please contact the promotor if you wish to change your details at any time.
11. If the customer chooses to accept the prize, the Promoter reserves the right to use the customer's name and photograph for marketing and publicity purposes.
12. Prize Winner/s may have their name and suburb of residence published by the Shopping Centre.

GENERAL TERMS & CONDITIONS

13. Entrants may enter the Promotion as many times as they wish subject to, and in accordance with, these terms and conditions.
14. The winning entries must conform to all terms and conditions. Entries which contain incorrect contact details shall be deemed invalid. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
15. Any decision made by Endeavour Hills Shopping Centre in respect of the Promotion is final and binding and no correspondence will be entered into.
16. If a 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 any applicable statutory requirements.
17. Proof of identity will be required to claim a Prize.
18. As prize winners are under 18 year of age, the Prize will be awarded to the Winner's parent/guardian upon presentation of photo identification. The parent/guardian may be deemed the Winner for the purposes of these terms and conditions.
19. All participants under the age of 18 must have prior consent from their parent or guardian before entering the Promotion.
20. By entering the Promotion, the entrants hereby give Endeavour Hills Shopping Centre authority to publicly announce their name, recipe and photo at any time.
21. By entering the Promotion, the entrants hereby give Endeavour Hills Shopping Centre authority to publicly use their photograph with their knowledge when taken only for promotional purposes related to this Promotion.
22. By partaking in the Promotion, entrants agree that the Promoter may use information provided on a registration or in connection with claiming a Prize in accordance with Endeavour Hills Shopping Centre's Privacy Statement. A copy of the Endeavour Hills Shopping Centre Privacy Statement is available for viewing at www.endeavourhillsshopping.com.au.
23. The Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
24. 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, JLL (VIC) Pty Ltd, and the Makris Group of companies (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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the JLL (VIC) Pty Ltd, and Makris Group of companies (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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

26. The Promotion is not valid in conjunction with any other offer.
27. By participating in the Promotion, each entrant acknowledges and agrees that the Promoter and Endeavour Hills Shopping Centre collects personal information about entrants for the purposes of: a. including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and b. enabling the Promoter and Endeavour Hills Shopping Centre to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the promotion, an entrant agrees that the Promoter and Endeavour Hills Shopping Centre may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.
28. Photos taken during the promotion period and to promote the promotion, will be the property of the Promoter and Endeavour Hills Shopping Centre and can be used and replicated in any way to further promote the Promotion and Endeavour Hills Shopping Centre. If you no longer wish for your photo to be used, contact the Marketing Manager, Endeavour Hills Shopping Centre.