

# KICKSTART COMMUNITY GRANT PROGRAM

## TERMS AND CONDITIONS

1. Information on how to apply and the grant form part of these Terms and Conditions. Application and participation in this “Kickstart Community Grant Program” (the “**Program**”) is deemed acceptance of these Terms and Conditions.
2. Applications are only open to Australian registered community organisations that provide benefits to a community, local community groups and voluntary organisations. Organisations not based within a local community must be able to demonstrate that they provide benefit to a local community. All applicant organisations must hold a valid Australian Business Number (ABN) to apply.
3. The Program is organised by JLL Jones Lang Lasalle (VIC) Pty Limited (ABN 28 004 582 423) of Level 40 / 101 Collins Street, Melbourne VIC 3000 (“**Organiser**”).
4. Program starts 03/04/23 and applications close at 11:59pm AEST on 21/05/23 (“**Application Period**”).
5. To apply for the Program, an authorised representative of an applicant organisation must complete an application form, which is available at [isptcommunitykickstart.com](https://isptcommunitykickstart.com), complete all questions and submit all details about their applicant organisation, including without limitation, why they would like a grant and how they would use it, and submit the fully completed application form along with any required accompanying documentation (as outlined on the application form) during the Application Period.
6. The Organiser reserves the right, at any time, to verify the validity of applicants and applications and reserves the right, in its sole discretion, to disqualify any applicant who the Organiser has reason to believe has breached any of these Terms and Conditions, tampered with the application process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the program. Errors and omissions may be accepted at the Organiser’s discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. The Organiser’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable or illegible applications will be deemed invalid.
8. Only one (1) application permitted per applicant organisation
9. The assessment and judging of all applications will take place from 22/05/23 to 02/06/23. Winners will be announced on 05/06/23. The judges may select additional reserve applications which they determine to be the next best, and record them in order, in case of an invalid application or ineligible applicant.
10. Grant recipients will be notified by telephone and email.

11. This program is judged on skill and merit and chance plays no part in determining the winner. Each application will be individually judged based on the criteria set out in the application form.
12. The Organiser's decision is final and no correspondence will be entered into.
13. Applications will be grouped depending on which shopping centre their application was submitted for. The best valid applications, as determined by the judges, for each centre (excluding 19th Avenue (QLD), Dee Why Grand Village (NSW) and Kincumber (NSW)) will each be awarded a community grant of AUD\$10,000. The best valid applications, as determined by the judges, for 19th Avenue (QLD), Dee Why Grand (NSW) and Kincumber Village (NSW) will each be awarded a community grant of AUD\$5,000. Grants will be awarded as a cheque made out to the winning organisation. For avoidance of doubt, grants will be awarded in the name of the organisation and not the authorised representative who submitted the application.
14. Total grant value to be awarded under the Program is AUD\$135,000. Grants are not transferable or exchangeable.
15. All non-winning applications will receive one (1) week (made up of seven (7) consecutive days) of free casual leasing at their relevant centre, which must be taken on or before 30/06/24.
16. All applications become the property of the Organiser. As a condition of entering this Program, each applicant agrees to assign all of their rights, title and interest (including copyright) in and to their application to the Organiser. Applications will not be returned to any applicant.
17. Applicants consent to the Organiser using their name, likeness, image and/or voice in the event they are a grant 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 Program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organiser.
18. If this Program 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 Organiser, including but not limited to technical difficulties, pandemic, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any applicant; or (b) to modify, suspend, terminate or cancel the Program, as appropriate.
19. 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 2010 (Cth.), as well as any other implied warranties under 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 Organiser (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 Program.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser (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 Organiser's control); (b) any theft, unauthorised access or third party interference; (c) any application or grant claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser; (d) any tax liability incurred by an applicant organisation; or (e) use of a grant.
21. The Organiser collects personal information ("PI") of authorised representatives 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 and suppliers. Entry is conditional on providing this PI. The Organiser will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://waggamarketplace.com/privacy-policy/>, <https://kincumbershoppingvillage.com.au/privacy-policy/>, <https://deewhygrand.com.au/privacy-policy/>, <https://kellyvillevillage.com.au/privacy-policy/>, <https://19thavenueshopping.com.au/privacy-policy/>, <https://taylorshillvillage.com.au/privacy-policy/>, <https://tarneitwestvillage.com.au/privacy-policy/>, <https://warnersbayvillage.com/privacy-policy/>, <https://gungahlinvillage.com.au/privacy-policy/>, <https://shopattheponds.com.au/privacy-policy/>, <https://winmaleevillage.com.au/privacy-policy/>, <https://lakelands.com.au/privacy-policy/> and <https://www.centralwest.com.au/privacy-policy/>, <https://www.richmondmarketplace.com.au/privacy-policy/>, <https://www.banksiagroveshoppingvillage.com.au/privacy-policy/>. The Privacy Policy contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Organiser will not disclose PI to any entity outside of Australia.