

## Eastwood Village Shopping Centre | 'Local Give Back 2023'

### TERMS & CONDITIONS

#### 1. Introduction

- 1.1 This 'Local Give Back' (Program) is conducted by Eastwood Village Shopping Centre (Promoter) and administered by HG Property Services Pty Ltd (Administrator) in its absolute discretion.
- 1.2 These terms and conditions apply to all Applicants entered into and/or grants awarded under the Program.
- 1.3 The laws of Victoria apply to the conduct of the Program and the interpretation of these terms and conditions.
- 1.4 By submitting a physical application into this Program, Applicants warrant that they have read, understand, accept and agree to be bound by these terms and conditions.

#### 2 Duration

- 2.1 The application process for the Program runs from 9am Friday, February 23 2024, to 11:59pm Friday, April 19 2024.

#### 3 Eligibility

- 3.1 The Program is only open to Australian residents 18 years of age or older (Entrant).
- 3.2 Directors, officers, management, suppliers and their employees (and the immediate families of directors, officers, management, suppliers and employees) of the Promoter and its related bodies are ineligible to apply to the Program.
- 3.3 Retailers, store owners, managers and their employees (and the immediate families of directors, officers, management, suppliers, retailers, store owners, managers and employees) at Eastwood Village Shopping Centre are ineligible to apply to the Program.
- 3.4 To participate in the Program, an Applicant must:
  - (a) be:
    - (i) an unincorporated, community-based and not-for-profit organisation; or
    - (ii) an incorporated, community-based and not-for-profit organisation; and
  - (b) outline a charitable or community initiative, or purpose which;
    - (i) will be implemented within the local government area (LGA) of East Gippsland Shire Council; and
    - (ii) comply with these Terms and Conditions at all times.

#### 4 Applying

- 4.1 To apply for a Grant, an Applicant must, during the Program Period make an online application by:
  - (i) visiting the Program page on the Eastwood Village Shopping Centre website at <http://www.eastwoodvillageshoppingcentre.com.au/>;
  - (ii) download a Grant application form by following the button prompt; and
  - (iii) complete the application form, providing all details requested and required; and
  - (iiii) email the application form to [info@hgpropertyervices.com.au](mailto:info@hgpropertyervices.com.au) OR
  - (iiiii) upload the application and complete the form on the Centre website before submitting.

- 4.2 Only one Grant application can be submitted per organisation; and

**HG Property Services Pty Ltd** ABN 85 113 704 6870

**Telephone** 07 3221 9499 **Facsimile** 07 3221 9455 **Email** [info@hgpropertyervices.com.au](mailto:info@hgpropertyervices.com.au)

**Address** Level 14, 241 Adelaide Street, Brisbane, QLD 4000 **Postal** GPO Box 7007, Brisbane QLD 4001

**[www.hgpropertyervices.com.au](http://www.hgpropertyervices.com.au)**

- 4.3 The organisation making the application must be located within the LGA of East Gippsland Shire Council; and
- 4.4 The initiative that the Applicant is applying for the Grant to fund must be located within the LGA of East Gippsland Shire Council; and
- 4.5 Each application must provide all details requested and be in the form determined by the Administrator in its absolute discretion.
- 4.6 An Application cannot be modified by an Applicant after it has been submitted unless the Applicant's details change during the Program Period. Should an Applicant's details change during the Program Period, it is the Applicant's responsibility to notify the Administrator. A request for change can be requested by emailing [info@hgpropertyservices.com.au](mailto:info@hgpropertyservices.com.au) during the Program Period.
- 4.7 The Administrator does not accept responsibility for late, lost, misdirected or incomplete Applications including but not limited to delays in the delivery of an Application due to technical disruptions, network congestion or for any other reason.
- 4.8 The Administrator reserves the right to not accept and deem Applications invalid which are not completed and submitted in accordance with these Terms and Conditions.
- 4.9 Applications which are determined to be unsuccessful will be held in the Administrators database to be automatically considered for the annual Grants Program the year following the original Application was submitted for.
- 4.10 The Administrator will not be required to and does not intend to disclose or provide any decisions made in relation to the decision of unsuccessful Applications.
- 4.11 The Administrator reserves the right, in its sole and absolute discretion, to modify the processes outlined in these Program Terms and Conditions including the Application process, assessment process or to cease its Grants Program.

## **5 Successful Grant Applicants**

- 5.1 All valid Applications will be judged by the Administrator to determine, in its absolute discretion, a shortlist of Applicants who will be considered as finalists for the Grants. The Judging Period will take place between 9am Saturday, April 20 2024 and 9am Monday, April 22 2024.
- 5.2 Each Application will be individually judged based on the selection criteria set out in the Application form. The Administrator has no bias and chance plays no part in determining the shortlisted Applicants.
- 5.3 During the Judging Period, the Administrator may contact the shortlisted Applicants to verify, clarify or request further information and documents which the Administrator deems relevant for the purpose of judging or verifying an Application and the eligibility of the Applicant. During the Judging Period, Applicants who are uncontactable or fail to provide the requested verification, clarification or documentation or further information will be deemed ineligible and excluded from the Program.
- 5.4 Shortlisted Applicants will be notified by the Administrator via the contact information provided by the Applicant in the Application form, by email or phone.
- 5.5 Shortlisted Applicants will be contacted to share more information to promote across Eastwood Village Shopping Centre's online and in-centre marketing platforms, including information on the organisation, initiative that a Grant would fund and supporting photo images. This information will be shared publicly by the Promoter as part of the Grants Program advertising. This may include local newspaper and radio platforms in addition to Eastwood Village Shopping Centre's online and in-centre platforms. By entering into this Program, you agree and consent to this information being made public.
- 5.6 Shortlisted Applicants will be announced to the public online via <https://www.facebook.com/EastwoodVillageShoppingCentre> and <http://www.eastwoodvillageshoppingcentre.com.au/>
- 5.7 Shortlisted Applicants will be listed publicly via the Centre website for public vote to determine the order of awarding of the Grants.
- 5.8 The Voting Period will run from Monday, April 22 2024 until Friday, May 31 2024 with the top three Applicants being rewarded 1 x Grant each in order of most votes to least.

5.9 The shortlisted Applicants and final chosen Recipients of the Grants will be contacted by 5pm Monday, June 3 2024.

## 6 Grants

- 6.1 The total value of the Grants for this Program is \$3,000 including GST in Australian dollars. The total Grant amount will be divided between three Recipients. The maximum amount a single recipient will receive is \$1500.
- 6.2 The Grants will be payable to the Successful Grant Recipients via invoice, in which supporting payment details will be requested by the Administrator to process within a 30-day period following the correct details being provided by the Recipients.
- 6.3 The successful Grant Recipients must not use the Grants or any part of the Grants as a contribution to any fund-raising initiative or for any purpose other than that described in the Grants Program initiative.
- 6.4 The Grant Recipients agree to provide a report within six (6) months, verifying the Grants are spent in accordance with the Grant Approval and these Terms and Conditions.
- 6.5 The Administrator will not be responsible for any additional project costs, nor obliged to pay any monies additional to the amount of the Grants.
- 6.6 The Grants are to be expended within a six (6) month period following the transfer of Grant funds by the Administrator.

## 7 Notification

- 7.1 The Grant Recipients will be notified by telephone or email. The Administrator has up to 30 days to deliver the Grant funds.

## 8 Publicity Materials

- 8.1 By entering this Promotion, Entrants accept that their name may be made public. A picture, along with the winner's name, may be requested for publication on Social Media platforms or local radio and newspaper as part of the Promotion. You agree to your name and picture being published as a condition of entry into this Promotion.

## 9 Disclaimer

- 9.1 Photographs and images used for the Program are for illustrative purposes only and may not be to scale or depict exact grant detail or size.
- 9.2 By entering the Program, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative Grant arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking any Grant.
- 9.3 The Administrator accepts no responsibility for any Grant once it has been received.
- 9.4 The Administrator accepts no responsibility for lost, late or illegible Applications.
- 9.5 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Administrator and its associated subsidiaries, employees, advisers, agents, and related bodies corporate shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Program (including but not limited to direct, indirect, or consequential loss or damage or personal injury).
- 9.6 The Grant Recipients must, on demand, indemnify and keep indemnified, the Administrator, its subsidiaries, agencies, employees, advisers, agents and companies against all claims, losses, damages, costs, and expenses reasonably or lawfully suffered or incurred by the Administrator by reason of any loss, damage or injury incurred by the Administrator arising out of this Program.

## **10 Termination of Program**

10.1 The Administrator reserves the right to vary the terms of, or cancel, this Program at any time with or without notice and without liability to any Applicant or other person, subject to applicable laws.

## **11 Decisions Final**

11.1 The Administrator, at its sole discretion, may accept Applications with errors and omissions.

11.2 If there is a dispute as to the identity of an Applicant, the Administrator reserves the right, in its sole discretion, to determine the identity of the Applicant.

11.3 The Administrator's decision relating to the Program and/or acceptance of any Grants are final and no discussions or correspondence with Applicants or any other person will be entered into.

## **12 Personal Information and Privacy**

12.1 Under the Privacy Act 1988 the Administrator must tell an Entrant when it collects personal information about them and how it will use it. If the Entrant chooses to enter or take part in this competition, the Entrant will be required to provide information about themselves.

12.2 The personal information supplied by Entrants when entering this Promotion may be used for the purpose of sending information on any of the Administrator or Promotor's products or services. From time to time this information may be used by the Administrator in various ways, including but not limited to public marketing and promotional material. The use and disclosure of this information is subject to the restrictions imposed on the Administrator by the Privacy Act 1988. Subject to the provisions of the Privacy Act 1988, Entrants may have access to any personal information held by the Administrator by contacting HG Property Services, Level 14 241 Adelaide Street, Brisbane, QLD 4000.

12.3 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.

12.4 If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Administrator with written notice. If an Entrant prefers that the Administrator not use their details and/or retain their details, please contact the Administrator.

12.5 All Entrants have a right to access most personal information which the Administrator holds about them. The Administrator may deny any request for access in some circumstances.

12.6 The Administrator reserves all rights to amend these Terms & Conditions of this Promotion at any time, with or without providing notice and within its complete discretion at any time.

## Schedule

<b>Item 1</b> (Clause 6)	<b>Grant Amount</b> \$3,000.00 (inclusive of GST) divided between three recipients. The three recipients awarded either \$1,500, \$1,000 or \$500.
<b>Item 2</b> (Clause 2)	<b>Program Period</b> Commences: Friday 23 February 2024 at 9:00am (AEST)  Ends: Friday 19 April 2024 at 11:59pm (AEST)
<b>Item 3</b> (Clause 5)	<b>Judging Period</b> Commences: Saturday 20 April 2024 at 9:00am (AEST)  Ends: Monday 22 April 2024 at 9am (AEST)
<b>Item 4</b>	<b>Voting Period</b> Commences: Monday 22 April 2024 at 9am (AEST)  Ends: Friday 31 May 2024 at 11:59pm
<b>Item 5</b> (Clause 5)	<b>Recipients Selected</b> By 5:00pm (AEST) Monday 3 June 2024
<b>Item 6</b> (Clause 6)	<b>Grant Payments</b> Within 30 days of the Recipients providing correct bank information
<b>Item 7</b> (Clause 6)	<b>Grant Expenditure</b> Within six (6) months of the date that the Grant Payment was provided by the Administrator

## LGA

Eastwood Village Shopping Centre	East Gippsland Shire Council
----------------------------------	------------------------------