

Terms and Conditions, Privacy Statement

1. Community Sponsorship Program

- 1.1 The community sponsorship program is run by Noel Jones Real Estate Pty Ltd (ACN 104 095 267) ("**the Promoter**") and advertised on the Promoter's website accessible at "noeljones.com.au/communitysponsorshipprogram" ("**the Sponsorship Program**").
- 1.2 By submitting an application form, the Participant accepts and agrees to be bound by these Terms and Conditions.

2. Application Process

- 2.1 The entries for the Sponsorship Program Round 1 commence at 9am AEST on 27/6/2022 and concludes 11.59pm AEST on 8/7/2022 ("**Promotional Period**").
- 2.2 Following Round 1, entries will be decided on a quarterly basis, with:
 - 2.2.1 all entries for Sponsorship Program Round 2 - Dec quarter 2022 (Winners for Oct, Nov, Dec) required by 11.59pm AEST on 30th Sept 2022;
 - 2.2.2 all entries for Sponsorship Program Round 3 - Mar quarter 2022 (winners for Jan, Feb, Mar) required by 11.59pm AEST on 30th Dec 2022; and
 - 2.2.3 all entries for Sponsorship Program Round 4 - Jun 2023 quarter (winners for Apr, May, Jun) required by 11.59pm AEST on 31st March 2023.
- 2.3 The time of entry will, in each case, be the time the online entry is received by the Promoter's database, not at the time of transmission by the participant.
- 2.4 The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

3. Eligibility Criteria

- 3.1 Participants must be at least eighteen (18) years old as well as an Australian citizen in order to be eligible to enter the Sponsorship Program.
- 3.2 The Sponsorship Program is open solely for participants residing in the Metropolitan Melbourne Area.
- 3.3 The Promoter reserves the right to verify the validity of the entries in regard to the participant's age, citizenship and home address.

- 3.4 To be eligible to apply for the Sponsorship Program, the participant must be:
 - 3.4.1 An incorporated not-for-profit organisation; or
 - 3.4.2 A registered charity, school or community group; and
 - 3.4.3 must deliver an event or program that supports the local community within 12 months of receiving the grant.
- 3.5 The Promoter cannot fund:
 - 3.5.1 individuals, commercial business or government entities;
 - 3.5.2 organisations or activities which do not align with local community standards;
 - 3.5.3 organisations or activities which do not align with the Promoter values;
 - 3.5.4 activities which denigrate or exclude members of the community;
 - 3.5.5 Political or religious pursuits; or
 - 3.5.6 Organisations or activities associated with gambling, drugs or alcohol.

4. How to Enter

- 4.1 Each participant must complete the requested submission details on the application form.
- 4.2 For an entry to constitute a valid entry to the Sponsorship Program all details must be entered by the participant.
- 4.3 Each participant may only submit one entry per month.

5. Sponsorship grants and winners

- 5.1 The total sponsorship money for each month of the Sponsorship Program is one thousand dollars (\$1000.00).
- 5.2 One winner will be selected each month, with that winner receiving the entire \$1000 grant.
- 5.3 There will be one yearly winner who will receive a further \$5000.00 grant, decided at the end of the financial year, and picked from the successful grant winners from throughout the year.
- 5.4 The grant cannot be transferred or exchanged.

- 5.5 Winners will be selected by the Noel Jones director board and announced by 20th of each month (if not earlier).
- 5.6 The winners will be contracted via email and telephone and in the event that the Promoter is unable to contact a winner via telephone, the winner must contact the Promoter within twenty eight (28) days of receiving email notification, in order to claim their sponsorship grant.
- 5.7 A failure of a grant winner to make contact with the Promoter to collect the sponsorship grant will result in it being forfeited and the Promoter selecting another grant winner for that month.
- 5.8 Should a participant's contact details change during the Promotional Period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

6. General

- 6.1 By entering the Sponsorship Program, a participant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the participant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of a participant entering or participating in the Sponsorship Program, or using or permitting any other person to use the grant, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 6.2 Employees and immediate family members of employees of the Promoter or an associated entity are ineligible to enter the Sponsorship Program.
- 6.3 The Promoter reserves the right to disqualify any participant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions or who has, in the opinion of Promoter, engaged in conduct which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Sponsorship Program and/or Promoter. This includes, but not limited, to participants using multiple email addresses.
- 6.4 The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 6.5 The Promoter reserves the right to cancel or amend the Sponsorship Program and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control.
- 6.6 If for any reason Sponsorship Program is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Sponsorship Program, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Sponsorship Program, subject to any direction given under State Regulation.
- 6.7 The Promoter shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to the entry website. Any changes to the Sponsorship Program will also be notified to participants as soon as practicable by the Promoter.
- 6.8 The Promoter is not responsible for any inaccurate grant or sponsorship details supplied to any participant by any third party connected with this Sponsorship Program.
- 6.9 The Promoter reserves the right to select an alternative winner in the event that one of the winners selected at first instance does not provide the Promoter with the required information regarding their organisation or event in order for

- the grant money to be paid by the Promoter towards these accordingly.
- 6.10 In the event that the Promoter decides not to exercise or enforce any right that it has against a participant at a particular time, then this does not prevent the Promoter from later deciding to exercise or enforce that right.
- 6.11 In consideration for the Promoter awarding the grant to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter's business or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 6.12 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 6.13 All entries become the property of the Promoter. The Promoter collects personal information about each participant for the purposes of conducting the Sponsorship Program. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
- 6.14 All entries will be entered into a database and The Promoter may use the participant's names and email address for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the participant. By entering this Sponsorship Program, participants confirm that they allow their details to be used for this purpose.
- 6.15 If any part of the terms and conditions is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted and the remaining parts of the terms and conditions will continue to be enforceable.
- 6.16 The Sponsorship Program is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
- 6.17 This Terms and Conditions are governed by the laws of the State of Victoria, Australia. The participant submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal therefrom.
- 6.18 Any provision of these Terms and Condition which is held to be illegal, void or unenforceable, is ineffective to the extent of such illegality, voidness or unenforceability, without invalidating any of the remaining provisions that will remain in full force and effect.
- 6.19 This Terms and Conditions constitute the entire agreement between the parties about its subject matter and supersede any previous understanding, agreement, representation or warranty relating to this subject matter.
- 7. Definitions**
- Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria;
- Metropolitan Melbourne Area** means the following council areas: Banyule, Hume, Moreland, Bayside, Kingston, Mornington Peninsula, Boroondara, Knox, Nillumbik, Brimbank, Manningham, Port Phillip, Cardinia, Maribyrnong, Stonnington, Casey, Maroondah, Whitehorse, Darebin, Melbourne, Whittlesea, Frankston, Melton, Wyndham, Glen Eira, Monash, Yarra, Greater Dandenong, Moonee Valley, Yarra Ranges and Hobsons Bay.

Privacy Policy

1. Collection and use

- 1.1 The Promoter collects personal information about each participant, including for example their name and email address which was provided when entering the Community Sponsorship Program. The Promoter collects and uses that information to contact the prize winners and publicise the names of the prize winners, to notify the participant about future Sponsorship Programs, for future promotional, marketing and publicity purposes, to provide the participant with the Promoter's business as well as to promote and improve the Promoter's business.
- 1.2 The Promoter may disclose a participant's personal information to authorities if the participant is a grant winner or otherwise as required by law.
- 1.3 The Promoter does not automatically gather any personal information from a participant other than the information the participant voluntarily supplies during the process of entering the Community Sponsorship Program.
- 1.4 The Promoter uses software that receives and records the Internet Protocol (IP) address of the computer that has contacted the Promoter's website and this information is only linked to the personal information that a participant provides at the time of entering the Community Sponsorship Program for the purpose of non-repudiation. Otherwise IP addresses are not linked to the identity of participants visiting the website.
- 1.5 A simple counter is used to measure the overall effectiveness of an email campaign. Similarly, links from banner advertisements are counted to measure effectiveness of the ad placement, but not linked to any personal information or IP address information in any way.

2. Disclosure

Information provided by a participant may be accessed, as necessary by the Promoter's contacted services for the purpose of allowing such service providers to assist the Promoter in the administration of this Community Sponsorship Program. A participant's personal information is not shared with any other organisations, unless the Promoter otherwise has a legal duty or right. The Promoter does not sell, trade or lease the information received from participants.

3. Retention

Participant contact information is retained for the purpose of contacting a participant about future Sponsorship Programs run by the Promoter.

4. Security

Transactions with the server are protected via SSL encryption. The server is secured from intrusion both physically and from the Internet. The Promoter has made all reasonable efforts to protect the privacy of each participant's personal information.

5. Access

- 5.1 If a participant wishes to be removed from the database that is used to email information about the Promoter's business the participant may do so by following the appropriate link included in such emails.
- 5.2 The participant may also request the removal from future emails by phoning 03 8813 3208 or emailing the Promoter at corporate@noeljones.com.au

6. Disposal

The participant's contact information will be retained in the Promoter's database until such time that the participant asks for it to be removed by phoning the Noel Jones corporate head office on 03 8813 3208 or emailing the Promoter at corporate@noeljones.com.au and requesting removal.