# ADELAIDE CENTRAL PLAZA "WIN MUM A LUXURY GIFT OF CHOICE" PROMOTION

#### **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this "Win Mum a Luxury Gift of Choice" Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is Adelaide Central Plaza Pty Ltd ACN 000 229 381 care of Centre Management, Adelaide Central Plaza shopping centre, 100 Rundle Mall, Adelaide SA 5000 (**Promoter**).

### ELIGIBILITY

- 3. Entry is only open to **residents of Australia**.
- 4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
- 5. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Adelaide Central Plaza shopping centre or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

#### **PROMOTION PERIOD**

6. Promotion commences at **9.30am** ACDT on **Wednesday 24 April 2024** and ends at **5.00pm** ACDT on **Sunday 12 May 2024** (**Promotion Period**). All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

#### HOW TO ENTER

7. To enter, eligible individuals must, during the Promotion Period, visit Level One, Adelaide Central Plaza during the opening hours and scan the QR code and fully and correctly complete their entry in accordance with the instructions provided, including to choose the Mother's Day prize on display, and submit the fully completed entry form.

#### LIMITS ON ENTRY

8. Entry is limited to one entry per person, per unique email address.

## DRAW DETAILS

- The draw will take place at Adelaide Central Plaza, 100 Rundle Mall Adelaide, SA 5000, at 10.00am ACDT on Tuesday 14 May 2024. The Promoter reserves the right to draw additional reserve entries in case of an invalid entry or invalid entrant.
- 10. The provisional winner will be notified by telephone and in writing within two (2) business days of the draw. A provisional winner will only be deemed the winner once verified by the Promoter.
- 11. The winner's name and suburb will be published on the Promoter's website on 14 May 2024 (adelaidecentralplaza.com.au).
- 12. Entrants can only enter in their own name and use their own email address. The Promoter reserves the right to request a provisional winner provide proof of identity, proof of residency, and/or proof of entry validity. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding the prize.

#### PRIZES

- 13. The first valid entry randomly selected from all valid entries received will win one (1) of the prize packages listed below as per the choice by the entrant on their entry form, as described below:
  - a. "Designer Mum": an AU\$4,000.00 David Jones Gift Card to be used at the David Jones Adelaide Central Plaza store location and a David Jones Styling Session, booked as per the David Jones Style Session booking form and terms and conditions. Individual total prize package valued at up to **AU\$4,000.00**.

- b. "Pamper Mum": an AU\$2,500 endota spa Gift Card to be used at the Adelaide Central Plaza store location and endota spa product as displayed in the 'pamper mum' display case, valued at up to \$1374.95. Individual total prize package valued at up to AU\$3874.95
- c. "On-Time Mum": A TAG Heuer Women's Carrera Date watch. Automatic, 36mm, Steel WBN2313.BA0001. Individual total prize package valued at up to **AU\$4,600.00**
- d. "Sparkly Mum": an AU \$5,000.00 Solid Gold Diamonds Gift Card to be used for product or bespoke services at Solid Gold Diamonds. Individual prize package valued at up to **AU\$5000.00.**
- e. "Business Mum": A bespoke Women's Overcoat; Jacket; Trousers and Blouse valued at up to AU\$4000.00. Individual prize package valued at up to **AU\$4000.00**.
- f. "Foodie Mum": KitchenAid Stand Mixer in Black KMS195; KitchenAid Ice-Cream attachment; KitchenAid 3-Piece Pasta Roller; GreenPan Padova 6-piece cookset; Luigi Bormioli Gin Glass Selection; Bamix Mono; Dolce & Gabbana 6-Cup (300ml) Moka Espresso Maker; Dolce & Gabbana Moka Perfetto 200g Canister; Bartender Cocktail Set; RecipeTin Eats by Nagi Maehashi. Individual prize package valued at up to AU\$3150.75.
- g. "Spoil Mum": AU\$1000.00 Priceline Pharmacy Gift Card to be used at the Adelaide Central Plaza store location; AU\$1000.00 Kryolan Professional Make-Up Gift Card to be used at the Adelaide Central Plaza store location; Origani Erda Indulgence Gift Set valued at AU\$820; AU\$250 Body Sense Gift Voucher to be used at Adelaide Central Plaza store location; AU\$250 Jeevi Brow Studio Gift Voucher to be used at the Adelaide Central Plaza store location; AU\$250 The Nail Bar + Beauty Gift Voucher to be used at the Adelaide Central Plaza store location; Glasshouse Enchanted Garden Candle valued at \$59.95; Glasshouse Fragrance Diffuser Enchanted Garden valued at \$59.95. Individual prize package valued at up to AU\$3,689.90.
- 14. The winner must show personal identification and collect their prize in person from Adelaide Central Plaza, Centre Management Office, Lower Ground Level, 100 Rundle Mall, Adelaide SA 5000 by 12 August 2024.
- 15. Any ancillary costs associated with redeeming part of the prize or if any vouchers are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 16. The Promoter accepts no responsibility for tax implications that may arise from the prize. The winner should seek independent financial advice.

## UNCLAIMED PRIZE DRAW

- 17. A draw for the prize, if unclaimed, may take place on 13 August 2024 at the same time and place as the original draw, subject to any written directions from a regulatory authority.
- 18. The prize winner, if one is required, will be notified by telephone and in writing within two (2) business days of the draw and the winner's name, and postcode will be published on the Promoter's website on 13 August 2024 (adelaidecentralplaza.com.au).

#### GENERAL

- 19. 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 reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promoter to enforce and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 20. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 22. The Promoter's decision is final and no correspondence will be entered into.
- 23. If for any reason the winner does not take or claim the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

- 24. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 25. The maximum total prize pool value is at up to **AU\$5000.00**.
- 26. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
- 27. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 28. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 29. If this Promotion 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) subject to any written directions from a regulatory authority to modify, to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 30. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 31. 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, 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 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.
- 32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 entry or prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 33. The Promoter collects 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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in their respective Privacy Policies, which can be viewed at <a href="http://www.adelaidecentralplaza.com.au/privacy-policy">http://www.adelaidecentralplaza.com.au/privacy-policy</a>. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. In addition to any use that may be outlined in each respective Privacy Policy, by entering this promotion entrants also agree to be subscribed to the email database of the Promoter and to receive future communications from those two parties via email and SMS. All entries become the property of the Promoter. The Promoter will not disclose personal information to any entity outside of Australia.