

# ADELAIDE CENTRAL PLAZA “DOWNLOAD ADELAIDE CENTRAL PLAZA APP – ” PROMOTION

## TERMS AND CONDITIONS

1. Information on how to enter and the rewards and prize form part of these Terms and Conditions. Participation in this “Download Adelaide Central Plaza APP” 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 **Thursday 9 January 2025** and ends at **11.59pm** ACDT on **Monday 3 March 2025 (Promotion Period)**, or whilst stocks last for the 500 x \$5 Beauty & Wellness Voucher Reward distribution, whichever comes first.
7. All Adelaide Central Plaza App Downloads registered during the Promotional Period will be entered into the Prize Draw.
8. All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

## HOW TO CLAIM & ENTER

9. To participate and enter, eligible individuals must, during the Promotion Period:
  - a. Visit the App Store or Google Play Store and download the Adelaide Central Plaza App
  - b. Fully and correctly complete the requested registration process to set up an Adelaide Central Plaza App Account, including full name, valid email address and phone number. It is a condition of downloading the Adelaide Central Plaza App that entrants agree for their personal information to be used in accordance with the purposes set out in these Terms and Conditions and the Promoter’s Privacy Policy.

## LIMITS ON ENTRY

10. Only one (1) reward and entry is permitted per person. The reward can only be claimed by the participant who has downloaded and registered with the Adelaide Central Plaza App.

## REWARDS

11. The first 500 participants to download and complete the registration of the Adelaide Central Plaza App will receive a \$5 Beauty & Wellness Voucher, which will be presented in the Participant’s App Wallet. This voucher will be valid for one use at your choice of the following stores: Jeevi Brow Studio (Lower Ground Level), Body Sense Massage (Lower Ground Level), Tommy Tu Nails (Lower Ground Level), and The Beauty & Brow Parlour (Level One).
12. The reward is subject to the terms and conditions as indicated on the voucher.
13. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher card 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.
14. Total value of rewards to be provided under this promotion is up to **AU\$2,500**.

## GENERAL

15. 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 Promotion. Errors 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.
16. Incomplete, indecipherable, or illegible entries will be deemed invalid.
17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
19. If for any reason the winner or reward claimants do not take or claim the reward and/or prize (or an element of the reward and/or prize) by the time stipulated by the Promoter, then the reward and/or prize (or that element of the prize) will be forfeited.
20. If the reward and/or prize (or part of the reward and/or prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward/and prize (or that part of the reward and/or prize) with a reward and/or prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. The reward and/or prize, or any unused portion of the reward and/or prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are the prize 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.
23. 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.
24. Any cost associated with accessing the Adelaide Central Plaza App 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.
25. 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.
26. 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.

27. 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 the Privacy Policies, which can be viewed at <http://www.adelaidecentralplaza.com.au/privacy-policy>. 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 the Privacy Policy, by entering this promotion entrants also agree to be subscribed to the email databases of the Promoter and to receive future communications 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.