

**ADELAIDE CENTRAL PLAZA “CONNECT TO WIN” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**Connect To Win**” 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. 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.
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Adelaide Central Plaza (“**Participating 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**

5. Promotion commences at 7.30am on Monday 1 July 2024 and closes at 6.00pm on Wednesday 31 July 2024 (“**Promotional Period**”). All times throughout the Terms and Conditions will be based on Adelaide local time.

**HOW TO ENTER**

6. To enter, eligible individuals must, during the promotional period, undertake the following in Adelaide Central Plaza:
  - a. Login to Adelaide Central Plaza’s free wi-fi, identified as @ACP\_FREE\_WIFI
  - b. Fully complete and register their details as requested on the registration form on the wifi login portal
  - c. Accept the wifi login portal’s terms and conditions and connect

**LIMITS ON ENTRY**

7. Limit of one (1) entry permitted per eligible person, per the entry period for each of the three prize draws. Multiple entries are permitted per person, subject to the following: (a) only one (1) entry permitted per draw; (b) each entry must be submitted separately and in accordance with entry requirements; (c) each entry must be submitted separately and in accordance with entry requirements.

**DRAW DETAILS**

8. The prize draws will take place at the Participating Centre at 10.00am on Friday 2 August 2024. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
9. The provisional winner(s) will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. 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.
10. 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**

11. The first valid entry randomly selected, will win the prize of one (1) David Jones Gift valued at up to **AU\$250.00**.
12. The winner must collect their prize from Adelaide Central Plaza, Centre Management Office, 100 Rundle Mall Adelaide, SA 5000 in person by 3 November 2024.
13. Any ancillary costs associated with redeeming a gift card are not included. Any unused balance of a gift card will not be awarded as cash. Redemption of a gift card is subject to any terms and conditions of the issuer including those specified on the gift card.

## **GENERAL**

14. 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.
15. Incomplete, indecipherable, or illegible entries will be deemed invalid.
16. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If a winner of a prize is under the age of 18 years, the prize(s) will be awarded to the winner's nominated parent or guardian on the winner's behalf.
19. 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.
20. 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.
21. The total prize pool value is up to **AU\$250.00**.
22. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.

The Promoter collect 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 <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 each respective 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.