

# ADELAIDE CENTRAL PLAZA “V8 SUPERCAR SIMULATOR” PROMOTION

## TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “V8 Supercar Simulator” 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 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. Entrants must be 14 years old and over 128cm to participate in this Promotion.
6. 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 PERIODS

7. Promotion Periods commence as follows:
  - a. #1: **Saturday 16 July 2022** commencing at **9.00am** and ends at **5.00pm**
  - b. #2: **Sunday 17 July 2022** commencing at **11.00am** and ends at **5.00pm**
  - c. #1: **Saturday 23 July 2022** commencing at **9.00am** and ends at **5.00pm**
  - d. #2: **Sunday 24 July 2022** commencing at **11.00am** and ends at **5.00pm**(**Promotion Periods**). All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

## HOW TO ENTER

8. To enter, eligible individuals must, during the Promotion Period,
  - a. Sign up as a subscriber to Adelaide Central Plaza and The Bend Motorsport databases by completing all the subscriber fields on the iPad located in Centre; and
  - b. Complete a timed qualifying lap on the V8 Supercar simulator

## LIMITS ON ENTRY

9. One entry per person per day.

## DRAW DETAILS

10. The Entrant who records the fastest time on the V8 Supercar Simulator, on each of the Promotional Periods will win a Holden V8 Supercar or Mustang V8 Hot Lap voucher.
11. The provisional prize winners will be notified by telephone and in writing as follows:
  - a. #1 and #2 Promotional Periods on Monday 18 July 2022.
  - b. #3 and #4 Promotional Periods on Monday 25 July 2022.A provisional winner will only be deemed a winner once verified by the Promoter.
12. The winner’s names and postcode will be published on the Promoter’s website from 25 July 2022 (adelaidecentralplaza.com.au) until 24 August 2022.
13. 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

14. Prize Winners will each win Holden V8 Supercar or Mustang V8 Hot Lap voucher, valued at \$129.
15. The ticket prizes are subject to the event venue and voucher terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject **the/any** winner (**and/or any companion**) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. The winner (and any companion) will be responsible for their own transport to and from the event venue and any costs associated.
16. The winner will be emailed their prize voucher.

## GENERAL

17. 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.
18. Incomplete, indecipherable, or illegible entries will be deemed invalid.
19. 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.
20. The Promoter's decision is final and no correspondence will be entered into.
21. If for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
22. If a prize (or part of a 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.
23. The total prize pool value is **AU\$516**.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. 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.
26. 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.
27. Any cost associated with accessing [the competition website] [Facebook] or [Instagram] 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.
28. 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.
29. 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 (g) use of a/the prize.

30. The Promoter and The Bend Motorsport Park Pty Ltd ABN 91609932685 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 and The Bend Motorsport Park Pty Ltd 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> for the Promoter and <https://www.thebend.com.au/privacy-policy> for The Bend Motorsport Park. Each 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 The Bend Motorsport Park, and to receive future communications from those two parties via email and SMS. All entries become the property of the Promoter. The Promoter and The Bend Motorsport Park will not disclose personal information to any entity outside of Australia.