

**PORT ADELAIDE PLAZA SHOPPING CENTRE
“FIND CRACKERS and WIN” PROMOTION**

Find Crackers - Santa's Naughty Elf

Think you know where Crackers may be hiding? Visit Port Adelaide Plaza and when you find Crackers simply scan the QR code next to Crackers for your chance to win a \$25.00 Port Adelaide Plaza Gift Card.

One entry per person per day. Crackers will be in a different location every day.

There are 9 chances to win plus all entries go into the grand prize to win a \$250.00 Port Adelaide Plaza Gift Card.

Thursday 16 December – Friday 24 December 2021

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this “Find Crackers and Win” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Port Adelaide Plaza Shopping Centre ACN 055 420 490 care of Centre Management at 200 Commercial Road Port Adelaide (**Promoter**).
3. By entering the Competition, all entrants are subject to, and will need to adhere to, these terms and conditions.
4. Entry into the Competition constitutes the entrant’s unconditional acceptance of these terms and conditions.

ELIGIBILITY

1. Entry is only open to Australian residents. 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.
2. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Port Adelaide Plaza Shopping Centre (**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

3. Promotion commences at **9:00am ACDT on Thursday 16 December 2021** and ends at **5:00pm ACDT on Friday 24 December 2021 (Promotional Period)**. All times throughout the Terms and Conditions will be based on South Australian standard time unless otherwise advised.

HOW TO ENTER

4. "Crackers" will be located in a different retail store or service each day
5. To be eligible to enter, entrants must, during the Promotional Period, find undertake the steps outlined below:
 - a. Find "Crackers" located in a different retail store or service each day within Port Adelaide Plaza (Participating Centre).
 - b. Entrants must then scan the QR Code and must then, follow the prompts to the promotion entry page, fully and correctly complete their entry in accordance with the instructions provided, and submit the fully completed entry form.
 - c. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Port Adelaide Plaza Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

6. One entry per person per day and each entry must be submitted separately and in accordance with entry requirements.

DRAW DETAILS

7. The prize draws will take place at the Participating Centre at 11.00am ACDT on the following dates:
 - a. Prize Draw #1: Friday 17 December 2021 for entries received between 9.00am and 12.00am midnight Thursday 16 December 2021.
 - b. Prize Draw #2: Saturday 18 December 2021 for entries received between 9.00am and 6.00pm Friday 17 December 2021.
 - c. Prize Draw #3: Sunday 19 December 2021 for entries received between 9.00am and 6.00pm Saturday 18 December 2021.
 - d. Prize Draw #4: Monday 20 December 2021 for entries received between 9.00am and 6.00pm Sunday 19 December 2021.
 - e. Prize Draw #5: Tuesday 21 December 2021 for entries received between 9.00am and 6.00pm Monday 20 December 2021.
 - f. Prize Draw #6: Wednesday 22 December 2021 for entries received between 9.00am and 6.00pm Tuesday 21 December 2021.
 - g. Prize Draw #7: Thursday 23 December 2021 for entries received between 9.00am and 6.00pm Wednesday 22 December 2021
 - h. Prize Draw #8: Friday 24 December 2021 for entries received between 9.00am and 12.00am midnight Thursday 23 December 2021
 - i. Prize Draw #9: Sunday 26 December 2021 for entries received between 9.00am and 6.00pm Friday 24 December 2021
 - j. Prize Draw #10: Sunday 26 December 2021 for entries received between 9.00am Thursday 16 December 2021 and 6.00pm Friday 24 December 2021
 - k. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
7. 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.

8. The winners name will be published on www.portadelaideplaza.com.au **26 December 2021 until 31 January 2022.**
9. 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 and/or proof of entry validity. Proof of identification 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.

PRIZE

10. The first valid entry randomly selected, from all valid entries received from each of the nine prize draws {prize Draws 1- 9}, will win the prize of one Port Adelaide Plaza Gift Card valued at AUD\$25.00.
11. All entries will go into to the draw [Prize Draw 10] for the major prize of one AUD\$250.00 Port Adelaide Plaza Gift Card.
12. Winners must collect their prize from Port Adelaide Plaza Shopping Centre Management Office, Level 2, Customs House 200 Commercial Road Port Adelaide by close of business on Monday 31 January 2022.

UNCLAIMED PRIZE DRAW

13. A draw for any prize, if unclaimed, may take place on Friday 25 March 2022 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw.

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 the 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 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.
20. If a/the prize (or part of a/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.
21. The total prize pool value is **AUD \$475.00**.
22. Prize(s), or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments, recordings and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original work of the entrant, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
24. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
25. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
26. 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.

27. 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.
28. 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.
29. 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. 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.
30. 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.
31. 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 the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at https://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf. 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 database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list

of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard