

PORT ADELAIDE PLAZA “WIN 1 of 2 BFT 10 SESSION PASSES” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this “Win 1 of 2 BFT 10 Session Passes” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The Promoter is Port Adelaide Plaza Pty Ltd ACN 000 229 381 care of Centre Management Level 2, 200 Commercial Road, Port Adelaide SA 5015 (**Promoter**).

ELIGIBILITY

3. Entry is only open to **residents of Australia** who are aged **18 years and over**.
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in Port Adelaide 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 **12:00pm ACDT on Wednesday 18 October 2023** and ends at **11.59pm ACDT on Wednesday 8 November 2023 (Promotion Period)**. All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

HOW TO ENTER

6. To be eligible to enter, eligible individuals must, during the Promotion Period; scan the AR code located on the promotional artwork within Port Adelaide Plaza or enter via www.portadelaideplaza.com.au.
7. To enter, entrants must then, during the Promotion Period visit portadelaideplaza.com.au and 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.

LIMITS ON ENTRY

8. One entry permitted per person, subject to the following: (a) only one (1) entry permitted per person.

DRAW DETAILS

9. The draw will take place at the Participating Centre at Port Adelaide Plaza, Level 2, 200 Commercial Road, Port Adelaide, SA 5015, at **10.00am ACDT on Thursday 9 November 2023**. 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. 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

12. The first two valid entries randomly selected from all valid entries received will win one 10 session pass to BFT Port Adelaide valued at \$250.

13. The winner must collect their prize from **BFT**, Port Adelaide Plaza by Wednesday 29 November 2023. 69 West Terrace, Adelaide SA 5000 by 30 January 2024.
14. The Promoter accepts no responsibility for tax implications that may arise from the prize. The winner should seek independent financial advice.

UNCLAIMED PRIZE DRAW

15. A draw for the prize, if unclaimed, may take place on 30 November 2023 at the same time and place as the original draw, subject to any written directions from a regulatory authority.
16. The prize winner, if one is required, will be notified by telephone and in writing within two (2) business days of the draw.

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 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.
22. 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.
23. The total prize pool value is up to **AU\$500**.
24. The prize, or any unused portion of the prize, is 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 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 (f) use of the prize.
30. The Promoter and BFT Port Adelaide collect personal information in order to conduct the promotion. Entry is conditional on providing this personal information. The Promoter and BFT Port Adelaide will also use and handle personal information as set out in their respective Privacy Policies, which can be viewed at <http://www.portadelaideplaza.com.au/privacy-policy> for the Promoter and <https://www.bodyfittraining.com/privacy-policy> for BFT Port Adelaide. 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 BFT Port Adelaide Plaza, and to receive future communications from those two parties via email and SMS. All entries become the property of the Promoter. The Promoter and BFT Port Adelaide will not disclose personal information to any entity outside of Australia.