# PORT ADELAIDE PLAZA MONTHLY COMPETITION - WIN A \$200 ALDI GIFT CARD

#### TERMS AND CONDITIONS

- 1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this **WIN A \$200 ALDI GIFT CARD** Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
- 2. The promoter is **PORT ADELAIDE PLAZA** ABN **16733 505 533** care of Centre Management **LEVEL 2, CUSTOMS HOUSE, 220 COMMERCIAL ROAD. PORT ADELAIDE SA 5015.** (Promoter).

# ELIGIBILITY

- 3. Entry is only open to Australian residents **aged 18 years or 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** on **WEDNESDAY 27 MARCH 2024** and closes at **12:00PM** on **WEDNESDAY 24 JULY 2024** (**Promotional Period**). All times throughout the Terms and Conditions will be based on AEST or AEDST (as applicable).

# HOW TO ENTER

- To enter, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a. Login into Port Adelaide Plaza's free Centre WiFi
  - b. Register your details as directed on the WiFi login portal

# LIMITS ON ENTRY

6. Limit of one (1) entry permitted per eligible person.

# DRAW DETAILS

- The monthly draw will take place at the Participating Centre at 11:00AM on Wednesday 24 April 2024, Wednesday 29 May 2024, Wednesday 26 June 2024, Wednesday 24 July 2024. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
- 8. The provisional winner(s) will be notified via email within two (2) business days of the respective monthly draws. A provisional winner will only be deemed a winner once verified by the Promoter.
- 9. The first valid **entry/entries** randomly selected each month, from all valid entries received, will win the prize of a \$200 ALDI Gift Card valued at AUD\$**200**.

10. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

#### UNCLAIMED PRIZE DRAW

11. A draw for any prize, if unclaimed, may take place Two (2) days after the monthly winner has been advised 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

- 12. 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.
- 13. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 14. 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.
- 15. The Promoter's decision is final and no correspondence will be entered into.
- 16. If for any reason the winners do 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.
- 17. 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.
- 18. The total prize pool value is AUD\$800.
- 19. Prize(s), or any unused portion of the prize, are/ not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 20. 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.

- 21. 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 the prize.
- 22. 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 <a href="http://bit.ly/PrecisionPrivacyPolicy">http://bit.ly/PrecisionPrivacyPolicy</a>. 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. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.