

**ADELAIDE CENTRAL PLAZA “Download App” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **“Download App” 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 Thursday 28 March 2024 and closes at 5.00pm on Sunday 30 June 2024, or offer is available whilst stocks last (“Promotional Period”). All times throughout the Terms and Conditions will be based on Adelaide local time.

**HOW TO CLAIM**

6. To claim, eligible individuals must, during the promotional period, undertake the following in Adelaide Central Plaza:
  - a. Visit the Apple Store or Google Play and download the Adelaide Central Plaza App
  - b. Once downloaded, individuals must then fully complete and register their details as requested on the Adelaide Central Plaza App to create an account
  - c. \$5 Dine Central Food voucher will appear in the individuals ‘wallet’ in the App
  - d. Vouchers are valid for redemption at participating food outlets at Adelaide Central Plaza until 30 June 2024
  - e. Individuals must enter the 4-digit code provided by the redeeming food retailer to claim \$5 off their transaction

**LIMITS ON CLAIM**

7. Limit of one (1) App Download permitted per eligible person.

**NUMBER OF VOUCHERS**

8. There are 1000 x \$5 Dine Central Food vouchers available.
9. Any ancillary costs associated with redeeming a voucher is not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

**GENERAL**

10. The Promoter reserves the right, at any time, to verify the validity of claims and individuals (including an individual’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the claim 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.

11. Incomplete, indecipherable, or illegible claims will be deemed invalid.
12. If there is a dispute as to the identity of an claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The Promoter's decision is final and no correspondence will be entered into.
14. 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.
15. The total claim pool value is up to **AU\$5000.00**.
16. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. Entrants consent to the Promoter using the claimant'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.
18. 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.
19. 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.
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 (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.