

BONUS KRYOLAN LIPSTICK Promotion

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this **Bonus Kryolan Lipstick** promotion (**Promotion**) is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
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. Claims are only open to **Australian / New Zealand** residents **aged 18 years or over**.
4. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant 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 submitting a claim in this Promotion.

OFFER PERIOD

5. Promotion commences at **7.30am on Tuesday 6 October 2020** and closes at **5.00pm on Saturday 31 October (Promotion Period)** or is **available whilst stocks last**. All times throughout the Terms and Conditions will be based on local time.

HOW TO CLAIM

6. The Promotion will be conducted at the Participating Centre (as defined above). **“Participating Retailers”** means any of the retailers who are located and trading at Adelaide Central Plaza. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified below.

To be eligible to participate in this Promotion and claim a reward, eligible individuals must, during the Promotion Period, undertake the following steps:

- a) Spend **\$125** or more collectively during the Promotion Period at any of the Participating Retailers at a Participating Centre, excluding any Ineligible Transaction (**“Qualifying Spend”**). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all purchases must be made at one Participating Centre, during the Promotion Period;
- b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) to Kryolan Professional Make-Up during their store trading hours at the Participating Centre where the Qualifying Spend was made to redeem the reward.
- c) It is a condition of claiming the gift that claimants agree to have their receipt/s stamped to redeem their reward.

INVALID RECEIPTS

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

LIMITS ON THE NUMBER OF CLAIMS

8. Multiple rewards are permitted however each claim for a reward must be submitted separately and in accordance with claim requirements.

REWARDS

9. Subject to the availability of rewards in the Participating Centre as set out below, and any limits imposed on the number of rewards that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to Kryolan Professional Make-Up retail store, located at the Participating Centre in accordance with these Terms and Conditions will receive one (1) reward of a **Kryolan Lipstick** valued at **\$36**.
10. The total number of rewards to be provided under this Promotion is **500**.
11. Total value of rewards to be provided under this Promotion is up to AUD **\$18,000**

GENERAL

12. The Promoter's decision is final and no correspondence will be entered into.
13. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 these 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 may 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.
14. Incomplete, indecipherable or illegible claims will be deemed invalid.
15. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
16. If for any reason a claimant does not take and/or redeem a reward (or an element of the reward) at or by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited.

17. If any reward (or part of any reward) is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward to the equal value and/or specification
18. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash. Rewards, must be taken as offered, and cannot be returned or product lipstick colour or lipstick formulation cannot be chosen by the customer.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. 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 States 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 its respective officers, employees and agents) excludes 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.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
23. 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, reward suppliers and regulatory authorities. Participation 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 a <http://bit.ly/PrecisionPrivacyPolicy>. The Privacy Policy contains information about how claimants may opt out, access, update or correct their personal information, how claimants 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, claimants 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 claims become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.