

ADELAIDE CENTRAL PLAZA “DESIGNER OR DIAMONDS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Designer or Diamonds” 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 100 Rundle Mall, Adelaide SA 5000 (**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 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 Tuesday 10 November 2020** and ends at **11.59pm on Wednesday 23 December 2020 (Promotion Period)**. All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

HOW TO ENTER

6. To enter, eligible individuals must, during the Promotion Period, spend \$125 or more in any one single transaction at David Jones or spend \$50 or more in any one single transaction at any specialty retail store or \$15 or more in any one single transaction at any food outlet or service retailer (each as **Qualifying Transaction**) within Adelaide Central Plaza (**Participating Centre**) where the customer will receive **one** unique entry code. Service retailers are defined as Hem Express; Tommy Tu Nails; iBrow Threads; Massage Lounge; TU Salon Hair & Nail, Bladez Barber Lounge; Miss Phablet, The Beauty & Brow Parlour. It is the entrant’s responsibility to request a unique entry code if a unique entry code is not provided at the time of completing a Qualifying Transaction.
- 6A. During the limited period commencing at **7.30am on Friday 27 November 2020** and **ending at 6.59pm on Monday 30 November 2020**, eligible individuals will receive **two** unique entry codes for each Qualifying Transaction made within that period. It is the entrant’s responsibility to request two unique entry codes if two unique entry codes are not provided at the time of completing a Qualifying Transaction in that period.
7. Entrants must then during the Promotion Period **visit adelaidecentralplaza.com.au** and fully and correctly complete their entry in accordance with the instructions provided, including the unique entry code.
8. Entrants must retain their receipt from their Qualifying Transaction, as proof of purchase will be required to validate the winning entry.

LIMITS ON ENTRY

9. Multiple entries are permitted per person, subject to the following: (a) only one entry permitted per Qualifying Transaction (except during the period set out in clause 6A above when two entries are permitted per Qualifying Transaction and two unique entry codes will be provided); (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one unique entry code per entry is permitted; (d) the same unique entry code cannot be used more than once; and (e) unrecognised codes will be deemed invalid.

DRAW DETAILS

10. The draw will take place at the Participating Centre at Adelaide Central Plaza, 100 Rundle Mall Adelaide, SA 5000, at **11.00am on Thursday 24 December 2020**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

11. The provisional first and second prize winners will be notified by telephone and in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.
12. The winners name and postcode will be published on the Promoter's website from 24 December 2020 (adelaidecentralplaza.com.au) until 24 January 2021.
13. 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

14. The first valid entry randomly selected from all valid entries received will win the first prize of a David Jones Gift Card, valued at \$15,000.
15. The second valid entry randomly selected from all valid entries received will win the second prize of a Solid Gold Diamonds Gift Voucher, valued at \$10,000.
16. 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.
17. The winners must collect their prize from Adelaide Central Plaza Centre Management Office, Lower Ground Level, 100 Rundle Mall, Adelaide, SA 5000 by 25 March 2021.

UNCLAIMED PRIZE DRAW

18. A draw for any prize, if unclaimed, may take place on 26 March 2021 at the same time and place as the original draw, subject to any written directions from a regulatory authority.
19. The prize winners, if any, will be notified by telephone and in writing within two (2) business days of the draw and the winners names, if any, and postcode will be published on the Promoter's website from 26 March 2021 (adelaidecentralplaza.com.au) until 26 April 2021.

GENERAL

20. 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.
21. Incomplete, indecipherable, or illegible entries will be deemed invalid.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.
24. 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.
25. If a prize (or part of a 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.
26. The total prize pool value is **AU\$25,000**.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
28. 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.
29. 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.

30. Any cost associated with accessing [the competition website] [Facebook] or [Instagram] 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.
31. 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.
32. 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.
33. 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. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.
34. Authorised under SA License Number **T20/1228**.