



## WIN a Family pass National Railway Museum & \$50 The Original Pancake Kitchen voucher Competition

### Terms and Conditions

#### General

1. The WIN a Family pass National Railway Museum & \$50 The Original Pancake Kitchen voucher Competition (**Competition**) commences at 7:00pm (local time) on Tuesday 10 August 2022 and concludes at 12:00PM (local time) on Tuesday 1 November 2022 (**Competition Period**).
2. The Competition is promoted Precision Group of Companies Pty Ltd ACN 115 176 111 (**Promoter**) of Port Adelaide Plaza. Level 2, Customs House. 220 Commercial Road. Port Adelaide SA 5015 (**Port Adelaide Plaza**)
3. By entering the Competition, all entrants are subject to, and will need to adhere to, these terms and conditions.
4. Entry into the Competition constitutes the entrant's unconditional acceptance of these terms and conditions.

#### Prize

5. The Competition prize has a total value of \$89.00 and consists of the following:
  - a. *One (1) Family pass to the National Railway Museum Port Adelaide*
  - b. *One (1) \$50 gift voucher for The Original Pancake Kitchen Port Adelaide Plaza*
6. The Prize is supplied by Port Adelaide Plaza ABN 16733 505 533.

#### How to Enter

To enter the Competition, entrants must, during the Competition Period:

- a. Subscribe to the Port Adelaide Plaza marketing database (each an **Entry** and collectively the **Entries**).
7. Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter (and not at the time the entrant submits the Entry).
  8. Entry into the Competition is free.
  9. Entries are limited to one for each person.
  10. By entering the Competition, each entrant grants to the Promoter and the centre management at Port Adelaide Plaza (**Centre Management**) a world-wide, irrevocable,

non-exclusive, transferable, royalty free and sub-licensable right and licence to use reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of their Entry and/or Photo, without royalty, payment or other compensation. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

## **Winners and Prizes**

11. One (1) winner will be selected on Tuesday 1 November 2022 at Port Adelaide Plaza.
12. The Competition is a game of chance and the winner (**Winner**) will be selected from the pool of eligible Entries as determined by the Centre Management or the Promoter in their absolute discretion.
13. The Winner will be notified that they have won the Competition via email by 12:00PM on Tuesday 1 November 2022 and must respond to Centre Management as directed by 12:00PM on Friday 4 November 2022 to claim [the] Prize. Centre Management will use reasonable endeavours to arrange a time with each of the Winners to pick up the Prize from Port Adelaide Plaza Centre Management at a time and on a day which is mutually convenient to Centre Management and the Winner.
14. If the Winner:
  - a. does not respond to Centre Management by 12:00PM on Friday 4 November 2022 to claim the Prize; or
  - b. is not able to participate in or accept any part of the Prize, the Prize will be forfeited; andthe Winner will no longer be entitled to the Prize and the Centre Management or the Promoter, subject to any statutory requirements, reserves the right to select an alternative winner (**Replacement Winner**) on the basis set out in clause 13 at a time and date to be determined by the Centre Management or Promoter. The Replacement Winner is then the winner of the Prize for the purposes of these terms and conditions. A Replacement Winner will be notified via their social media Entry and Centre Management will use reasonable endeavours to arrange a time with that Replacement Winner to pick up the Prize from Port Adelaide Plaza Centre Management at a time and on a day which is mutually convenient to Centre Management and the Replacement Winner. If a Replacement Winner does not claim the Prize by 12:00PM on Monday 7 November 2022 the Promoter may (in its absolute discretion) retain the Prize and is under no obligation to find a further alternative winner.
15. Proof of identity will be required to claim any Prize.
16. All costs, associated with collecting any Prize (including, but not limited to travel and parking costs) are the sole responsibility of the Winner and will not, under any circumstances, be compensated by the Promoter.

17. Any Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and may be subject to additional terms and conditions of the supplier or manufacturer as applicable.

If any Prize is unavailable for whatever reason, the Promoter reserves the right in its absolute discretion to substitute any Prize for a prize of equal or greater value, subject to any applicable statutory requirements.

18. The Competition is not valid in conjunction with any other offer.

### **Compliance with terms and conditions**

19. The winning Entry must conform with all of these terms and conditions. No responsibility will be accepted for late, non-conforming, lost, incomplete or misdirected Entries. Entries that are not in accordance with these terms and conditions are invalid.

20. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper misconduct (including, but not limited to, plagiarism and defamation) calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.

21. Any attempt to cause damage to any website or the information on any website associated with this Competition or to otherwise undermine the fair and legitimate operation of this Competition may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages from the offender to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage.

22. Any decision made by Centre Management or the Promoter in respect of the Competition is final and binding and no correspondence will be entered into.

### **Eligibility**

23. The Competition is open to persons aged 18 years or older residing in the state in which the Centre is located.

24. The Competition is open to all persons except employees, contractors, agents of Port Adelaide Plaza, sponsors of the Competition and their immediate families; employees of Vicinity Custodian or related body corporate and their immediate families; tenants in Port Adelaide Plaza and their immediate families; the staff of tenants in Port Adelaide Plaza and their immediate families; the contractors of tenants in Port Adelaide Plaza and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Competition and their immediate families.

**Immediate families** means spouse, defacto spouse, parent, child or sibling (whether

natural or by adoption) and grandparents. **Tenant** means lessees, licensees and, in the case of a corporation, includes their directors.

25. The Promoter reserves the right to verify the validity of Entries submitted to the Competition. The Promoter may request any document which establishes an entrant's eligibility to enter to the Competition including, without limitation, an entrant's identity, age and place of residence.

### **Limitation of Liability**

26. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss, expense, damage or liability whatsoever which is suffered or incurred (including, but not limited to, indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Competition or in connection with any Prize, including any loss, expense, damage or liability arising as a result of (but not limited to):

- a. any late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected Entry;
- b. any technical difficulties or equipment malfunction;
- c. any theft, unauthorised access or interference by another person;
- d. use of, or taking of, a Prize; or
- e. participation in the Competition.

27. The Promoter assumes no responsibility for:

- a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise;
- b. any theft, destruction or unauthorised access to, or alteration of such communications; and
- c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition.

28. All internet, mobile phone and/or SMS charges in relation to the Competition are the sole responsibility of the entrant.

29. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.

30. The warranty (if any) on the goods and services obtained as a result of the Competition remains the sole responsibility of the supplier or manufacturer of the Prize.

### **Privacy**

31. By entering the Competition, each entrant hereby gives Centre Management and the Promoter authority to:

- a. publicly announce their name (should they be the Winner) on any social media platform following determination of the Winner[s] of the Competition and at any stage thereafter.
  - b. use or replicate their name, likeness, image and/or voice (including any photograph, film, and/or recording of same) in any media at any time or times without royalty, payment or other compensation for the purposes of promoting the Competition, the Port Adelaide Plaza, the Promoter and/or the Promoter's (or its related entities) products or services. Further, Winners agree to participate in all reasonable promotional activities in relation to the Competition and the winning of any Prize.
32. By participating in the Competition, each entrant agrees that the Promoter may use information provided by the entrant in connection with their Entry, Photo or claiming any Prize in accordance with Precision Group of Companies Privacy Statement. A copy of Precision Group of Companies Privacy Statement is available for viewing at the Centre Management office at Port Adelaide Plaza or at [https://www.precision.com.au/pgc/images/privacypolicy/precision\\_group-privacy\\_policy.pdf](https://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf) The Precision Group of Companies Privacy Statement contains information concerning your rights to access and correct the personal information we hold about you and your right to complain about an alleged breach of the Australian Privacy Principles.
33. By participating in the Competition, each entrant acknowledges and agrees that the Promoter may collect personal information about entrants for the purposes of:
  - a. including entrants in the Competition and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not be eligible to participate in the Competition and the Winner will not be able to claim the Prize; and
  - b. enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including social media, mail, telephone and commercial electronic messages (**SMS** (Short Message Service), **MMS** (Multimedia Message Service), **IM** (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the Competition, an entrant agrees that the Promoter may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS/IM/relevant communication.

### **Changing the competition**

34. If the conduct or operation of the Competition is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter or the Competition is not capable of running as planned (including, but not limited to, by reason of misdirected Entries, tampering, unauthorized intervention, fraud or technical failure), the Promoter reserves the right (in its absolute discretion) to (subject to any statutory requirements) suspend, modify, cancel, recommence or terminate the Competition as appropriate. For the avoidance of doubt, any cause which is outside the reasonable control of the Promoter includes, but is not limited to, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes or computer viruses.

### **No affiliation**

35. The Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform provider (including, but not limited to, the providers of Facebook, Instagram and Twitter) or any of their related entities (**Provider**).
36. Each entrant agrees to release any Provider from all liability in connection with, or in relation to, the Competition.
37. The terms and conditions of the Competition do not intend to conflict with, or derogate from, a Provider's terms and conditions of use, statement of rights and responsibilities (if any), data use policy or any other terms and conditions imposed by the relevant Provider on entrants from time to time to use the relevant social media platform.

### **Severability**

38. Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition of unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity of the provision in any other jurisdiction.