

BONUS \$10 FRESH FOOD GIVEAWAY

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this **Bonus \$10 Fresh Food Giveaway Promotion** (“**promotion**”) is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is **Port Adelaide Plaza** ACN 115 176 111 of **Level 2, Customs House, 220 Commercial Road, Port Adelaide SA 5015** (“**Promoter**”).

ELIGIBILITY

3. Claims are 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 Offer; (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/offers.

OFFER PERIOD

5. Offer commences at **9am** on **Thursday 26 May 2022** and closes at **2pm** on **Thursday 2 June 2022** (“**Offer Period**”). All times throughout the Terms and Conditions will be based on local time.

HOW TO CLAIM

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

- (a) Spend \$30 or more in one transaction at Bakers Delight, Creative Poultry, Homes Supermarket or SA Gourmet Meats Port Adelaide Plaza between Thursday 26 May and Thursday 2 June 2022 and present their original receipt at Concierge located near Coles to receive their bonus \$10 fresh food voucher and subscribe to the Port Adelaide Plaza eNewsletter on the following days:

Thursday	26 May, 11am – 2pm
Friday	27 May, 11am – 2pm
Saturday	28 May, 11am – 2pm
Sunday	29 May, 11am – 2pm
Monday	30 May, 11am – 2pm
Tuesday	31 May, 11am – 2pm
Wednesday	1 June, 11am – 2pm
Thursday	2 June, 11am – 2pm

- (b) Fully complete the official Port Adelaide Plaza database application form, including their full name, contact telephone number, valid email address and their suburb of residence and return the fully completed application form to the staff at Concierge. It is a condition of claiming the gift that claimants agree for their personal information to be added to the Participating Centre's email database and to be used in accordance with the purposes set out in these Terms and Conditions and the Promoter's Privacy Policy.

INVALID RECEIPTS

6. The following receipts are not valid receipts for the purpose of the Offer: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) for mobile phone recharge card, tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Offer 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

7. Multiple rewards are not permitted
8. Limited to one bonus \$10 fresh food voucher, per receipt, per person, per day
9. Three hundred (300) bonus \$10 fresh food vouchers available in total

REWARDS

10. 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 Concierge at the Participating Centre in accordance with these Terms and Conditions will receive one (1) reward of a **bonus \$10 fresh food voucher** valued at **\$10**.
11. A total of three hundred (300) bonus \$10 fresh food vouchers for the duration of the offer, consisting of:

300 x bonus \$10 fresh food vouchers.
12. The reward is subject to the standard terms and conditions of individual reward and service providers.

GENERAL

13. The Promoter's decision is final and no correspondence will be entered into.
14. 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.
15. Incomplete, indecipherable or illegible claims will be deemed invalid.
16. 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.
17. 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.
18. 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 of the equal value and/or specification.
19. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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.
22. 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 **or any statutory consumer guarantees as provided**

under consumer protection laws in 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 Offer.

23. 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.

24. The Promoter collects personal information in order to conduct the Offer 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 at https://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf. 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 Offer, 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.