

# PORT ADELAIDE PLAZA “SHOP FOR YOUR SCHOOL” PROMOTION

## TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this “Shop For Your School” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The Promoter is Port Adelaide Plaza Pty Ltd ACN 000 229 381 care of Centre Management Level 2, 200 Commercial Road, Port Adelaide SA 5015 (**Promoter**).
3. There are two (2) components to this Promotion, the Weekly Customer Promotion (“**Weekly Customer Promotion**”) and the School Points Component (“**School Points Component**”).

## ELIGIBILITY

4. Entry is only open to residents of Australia who are aged 18 years and over.
5. Subject to clause 6 below, the following are ineligible to participate in this Promotion: (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 Promotion; (ii) the spouse, de facto 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.
6. Staff and retailers of the Participating Centre are eligible to donate points as part of the School Points Component but they must not enter with a receipt from the store or retailer which they are employed at.
7. The allocation of points as part of the Points School Promotion is restricted to the schools which have registered their participation with the Promoter, as set out in clause 11.

## PROMOTION PERIOD

8. Promotion commences at **6:00am** ACDT on **Monday 4 March 2024** and ends at **11.59pm** ACDT on **Sunday 14 April 2024** (“**Promotion Period**”). All times throughout the Terms and Conditions will be based on Adelaide local time unless otherwise advised.

## HOW TO ENTER

9. To be eligible to enter the Weekly Customer Promotion and allocate points to a participating school of choice as part of the School Points Component, eligible individuals must, during the Promotion Period; spend \$1 or more in a single transaction at any participating retailer within the Participating Centre (each a **Qualifying Transaction**). A (“**Participating Retailer**”) is any retailer within the Participating Centre except for an Excluded Retailer. Excluded Retailers include Clinpath Pathology, NAB, Port Plaza Medical Centre and Port Plaza Lotto.
10. To enter, entrants must then, during the Promotion Period visit [portadelaideplaza.com.au](http://portadelaideplaza.com.au) or scan the valid QR code as displayed in Participating Retailers and in the Participating Centre and follow the prompts to the promotion entry page, fully and correctly complete their entry in accordance with the instructions provided, including selecting a Participating School from the list provided and uploading their purchase receipt for their Qualifying Transaction, when prompted, and submit the fully completed online entry form. For every valid entry submitted the entrant will be awarded one (1) entry into the relevant Weekly Draw (as defined below). The Promoter will also allocate one (1) point (“**Point**”) to the entrant’s nominated Participating School, as part of the School Point Component, for every \$1 spent within the entrant’s Qualifying Transaction up to a maximum of 5,000 points.
11. Participating Schools include;
  - Alberton Primary School
  - Challa Gardens Primary School
  - Edge Early Learning
  - Largs Bay School

- Le Fevre Peninsula Primary School
- Ocean View College
- Our Lady of the Visitation Primary School
- Or Lady Queen of Peach School
- Pennington Christian College
- Portside Christian College
- Westport Primary School
- Woodville Primary School

12. Entrants must retain their original receipt from each Qualifying Transaction, as proof of purchase will be required to validate the winning entry(s). Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to the prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
13. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from an Excluded Retailer and/or receipt(s) from retailers who do not form part of Port Adelaide Plaza (b) receipt(s) from 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 Promotional 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; (g) receipts from 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.

#### LIMITS ON ENTRY

14. Multiple entries are permitted per person, subject to the following: (a) only one (1) entry into the relevant Weekly Draw permitted per Qualifying Transaction, regardless of the amount spent in that Qualifying Transaction.
15. A maximum of 5,000 Points for one (1) transaction will apply to Points allocated to Participating Schools. For clarity, receipts exceeding \$5,000 in one transaction will not be accepted for the purposes of the School Points Component.
16. Soliciting for receipts from customers at Port Adelaide Plaza and surrounding areas is prohibited.

#### WEEKLY CUSTOMER PROMOTION WEEKLY DRAW DETAILS

17. There will be one (1) draw conducted for the entries received each week of the Promotion for a total of **6** draws (each a **"Weekly Draw"**). Subject to the starting and close time indicated in clause 8, each Weekly Draw will open at 12am each Monday and close at 11.59pm the following Sunday as indicated in the table below. Each Weekly Draw will take place at the Participating Centre at Port Adelaide Plaza, Level 2, 200 Commercial Road, Port Adelaide, SA 5015, at 10.00am SA local time on the dates indicated in the table below. The Promoter has the right to draw additional reserve entries, and record them in order, in case of an invalid entry or invalid entrant. **Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s).**

Weekly Draw	Entries Open	Entries Close	Draw date
1	04/03/2024	10/03/2024	11/03/2024
2	11/03/2024	17/03/2024	18/03/2024
3	18/03/2024	24/03/2024	25/03/2024
4	25/03/2024	31/03/2024	02/04/2024
5	01/04/2024	07/04/2024	08/04/2024
6	08/04/2024	14/04/2024	15/04/2024

18. The provisional winner(s) will be notified by telephone and in writing within two (2) business days of the relevant Weekly Draw. A provisional winner will only be deemed the winner once verified by the Promoter.
19. 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.
20. The first valid entry randomly selected from all valid customer prize draw entries received in each Weekly Draw will each win a \$100 The Reject Shop Gift Card.
21. The winner(s) must collect their prize(s) from Centre Management at Port Adelaide Plaza.
22. Any ancillary costs associated with redeeming the The Reject Shop Gift Card are not included. Any unused balance of the The Reject Shop Gift Card will not be awarded as cash. Redemption of the The Reject Shop Gift Card is subject to any terms and conditions of the issuer including those specified on the The Reject Shop Gift Card.
23. A draw for any Weekly Draw prize(s), if unclaimed, may take place on Monday 12 May 2024 at the same time and place as the original draw(s), subject to any written directions from a regulatory authority. The prize winner(s), if one is required, will be notified by telephone and in writing within two (2) business days of the unclaimed prize draw.

### **SCHOOL POINTS COMPONENT**

24. At the end of the Promotion, the Promoter will tally the Points allocated to each registered Participating School. The final ranking of each Participating School will be determined by the school's overall participation in the Promotion. The total number of Points allocated will be divided by the number of students enrolled at the Participating School to establish a participation percentage. The top three (3) Participating Schools will each be awarded a prize as per clause 25 below.
25. The total registered school prize pool is \$20,000 distributed as first prize \$10,000, second prize \$6,000, third prize \$4,000.
26. In the event two or more Participating Schools earn the same highest participation percentage, the applicable prize will be divided between those tied Participating Schools.
27. The registered school prize(s) will be awarded to the participating school(s) in the form of a bank deposit within 60 days of the school(s) providing an invoice for the winning amount. Prizes will be awarded in the form of an electronic funds transfer (EFT). Winning schools will be responsible for providing full and accurate bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies."
28. The winning school(s) will be contacted by phone on Friday 19 April 2024 and will be notified in writing thereafter. If the winning school(s) is not contactable due to being away on school holidays, the school will be contacted on their return.

### **GENERAL**

29. 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.
30. Incomplete, indecipherable, or illegible entries will be deemed invalid.
31. 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.
32. The Promoter's decision is final and no correspondence will be entered into.

33. If for any reason a 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.
34. If the prize (or part of the 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, subject to any written directions from a regulatory authority.
35. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. Participating school(s) agree for the Promoter to utilise the school logo on its website, social media, and other channels in connection with the promotion.
42. When promoting the promotion, participating school(s) must utilise the promotional materials prepared by the Promoter.
43. Participating school(s) agree to promote the promotion to students and families in school communications where relevant including, but not limited to, newsletter, website, App, social media, uniform shop, assemblies.
44. Participating school(s) must provide the Promoter with a signed written letter from the Principal stating the total number of enrolled students at the time of the campaign commencement date.
45. For every 1,000 points achieved the Promoter will donate \$10 to Life Ed Australia with a maximum contribution of up to \$10,000.