

## The Great SA Giveaway



### TERMS & CONDITIONS

1. The 'Great SA Giveaway' (Promotion) commences at 7:00am Australian Central Standard Time (ACST) on Monday 22 June 2020 and concludes at 9:00pm (ACST) on Sunday 13 September 2020 (Promotion Period). Authorised under SA Permit LTPS T20/688.
2. The Promotion is promoted by Balgra Shopping Centre Management Pty. Ltd. ABN 92 065 966 654 (**Promoter**) of Level 18, 25 Grenfell Street, Adelaide, South Australia, 5000.
3. All entrants will be subject to, and will need to adhere to, the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

### PRIZE

4. The Promotion prize pool has a total value of AU \$62,700 and consists of one (1) (**Major Prize**) and thirty-six (36) (**Minor Prize**) draws across three (3) (**Participating Shopping Centres**) as follows:
  - a. One (1) Major Prize Toyota RAV4 Hybrid GX-2WD 2.5L Auto CVT 5 Door Wagon, Glacier White, Black Fabric Trim including dealer delivery, registration fee, compulsory third party insurance and stamp duty, supplied by the Promoter courtesy of Northpoint Toyota.
  - b. Twelve (12) weekly Minor Prizes ranging in value from AU \$500 to \$1500 for Hallett Cove Shopping Centre participants as per the following schedule:
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Hallett Cove Shopping Centre Voucher (\$500)
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Stand Up Paddle Board
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - D'arenburg Cube \$500 Voucher
    - Stamford Grand Hotel Voucher and \$300 Marina Pier Voucher
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Discovery Parks Voucher and Hallett Cove Shopping Centre Voucher
    - Kangaroo Island Stowaway Voucher
  - c. Twelve (12) weekly Minor Prizes ranging in value from AU \$450 to \$1500 for City Cross Shopping Centre participants as per the following schedule:
    - Kangaroo Island Stowaway Voucher
    - Stand Up Paddle Board
    - Harvey Norman \$1500 Voucher
    - Discovery Parks Voucher
    - Discovery Parks Voucher
    - Adelaide Hills Getaway Voucher
    - Discovery Parks Voucher
    - Discovery Parks Voucher
    - Discovery Parks Voucher
    - Discovery Parks Voucher
    - Discovery Parks Voucher
    - D'arenburg Cube \$500 Voucher
    - Forever New \$1000 Voucher
  - d. Twelve (12) weekly Minor Prizes ranging in value from AU \$500 to \$1500 for Gilles Plains Shopping Centre participants as per the following schedule:
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - Kayak
    - Kangaroo Island Stowaway Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - Stamford Grand Hotel Voucher and \$300 Marina Pier Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - \$500 Gilles Plains Voucher
    - Discovery Parks Voucher and Gilles Plains Shopping Centre Voucher
    - D'arenburg Cube \$500 Voucher

## PROMOTION ENTRY

5. To enter the Promotion, entrants must, during the Promotion Period:
  - a. Spend **\$30** or more in any single day during the Promotion Period at any of the Participating Retailers at the Participating Shopping Centres, 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 the Participating Centre, on the same day, during the Promotion Period;
  - b. Opt in to receive e-newsletters and communication from The Promoter and its' affiliates
  - c. Complete the online entry form found at <https://www.makris.com.au/greatSAGiveaway> with personal details, retailer name, date of purchase, total spend, and Receipt / Tax Invoice number. Note Receipt / Tax Invoice numbers from the following receipts are not valid 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;
    - g. Receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently. The same purchase receipt can only be submitted once in the Promotion. Products that are returned for a refund, will deem their receipt null and void for competition entry, subsequently voiding any entry forms generated by the aforementioned receipt
  - d. **Retain a copy of your Receipt / Tax Invoice for verification purposes**
6. Complying with Clause 6 constitutes one (1x) valid entry (**Entry**).
7. Entrants are entitled to multiple entries over the course of the Promotion Period but only one (1) Entry Form will be accepted per Receipt / Tax Invoice number.
8. Entry Forms that are not in accordance with these terms and conditions are invalid.
9. Entrants found to be submitting multiple entries with the same Receipt / Tax Invoice number or false entries may have all entries invalidated.

## HOW TO WIN THE MAJOR PRIZE

10. The **Major Prize** will be drawn as follows:
  - a. The first valid entry randomly selected from the database of entrants will be deemed the winner of the Major Prize (**Major Prize Winner**).
  - b. The draw will take place at Level 18, 25 Grenfell Street, Adelaide, South Australia, 5000 at 10:00am (AEST) on Monday 14 September 2020 in front of an independent scrutineer.
  - c. The winner will be contacted via phone and email and must present a copy of their Receipt / Tax Invoice for verification purposes for verification.
  - d. The name and address of the winner will be published online at <https://www.citycross.com.au/> , <https://www.gillesplainsshoppingcentre.com.au/>, <https://www.hallettcoveshoppingcentre.com.au/> and <https://www.makris.com.au/greatSAGiveaway> within 30 days of the draw.
  - e. The name and address the winner will be forwarded to Consumer and Business Services within 14 days of the draw via email to: [liquorandgaming@sa.gov.au](mailto:liquorandgaming@sa.gov.au)
11. The **Minor Prizes** will be drawn as follows:
  - a. The first valid entry randomly selected from the database of entrants each week will be deemed the winner of the weekly Minor Prize (**Weekly Minor Prize Winner**).
  - b. The Minor Prize draws will take place at Level 18, 25 Grenfell Street, Adelaide, South Australia, 5000 at 10:00am (AEST) each Monday.
  - c. The winner will be contacted via phone and email and must present a copy of their Receipt / Tax Invoice for verification purposes for verification.
  - d. The name and address of the winner will be published online at <https://www.citycross.com.au/> , <https://www.gillesplainsshoppingcentre.com.au/>, <https://www.hallettcoveshoppingcentre.com.au/> and <https://www.makris.com.au/greatSAGiveaway> within 30 days of the draw.
  - e. The name and address of all winners will be forwarded to Consumer and Business Services within 14 days of the draw via email to: [liquorandgaming@sa.gov.au](mailto:liquorandgaming@sa.gov.au)

## GENERAL TERMS & CONDITIONS

12. Entrants may enter the Promotion as many times as they wish subject to, and in accordance with, these terms and conditions.
13. The winning entry must conform to all terms and conditions. No responsibility will be accepted for incomplete or misdirected Entry Forms. Entry Forms which contain incorrect contact details shall be deemed invalid. 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 calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
14. Any decision made by The Promoter in respect of the Promotion is final and binding and no correspondence will be entered into.
15. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
16. Proof of identity will be required to claim a Prize.
17. By entering the Promotion, the entrants hereby give The Promoter authority to publicly announce their name at the time of the draw and at any stage thereafter.
18. The Promotion is open to residents of South Australia only, aged 18 years or older, excluding:
  - a. Employees of the Promoter, the JLL Group of companies, employees of Northpoint Toyota, any of the tenants or retailers at the Participating Shopping Centres, or any of the Promoter's agencies that are associated with the Promotion.
  - b. The spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee.
  - c. Any person who the Promoter has previously notified is not permitted to participate in the Promoter's promotions.
19. By partaking in the Promotion, entrants agree that the Promoter may use information provided on a registration or in connection with claiming a Prize in accordance with The Promoter's Privacy Statement. A copy of the Privacy Statement is available for viewing at [www.makris.com.au](http://www.makris.com.au).
20. All Prizes must be taken as offered and are not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
21. The warranty on the goods and services obtained as a result of the Promotion remains the sole responsibility of the Supplier of the Prize.
22. If a prize remains unclaimed within 30 days of draw, and a minimum of three (3) attempts to contact the prize winner via the details provided upon entry are unsuccessful, the prize will be re-drawn on Monday 19<sup>th</sup> October 2020 at Level 18, 25 Grenfell Street, Adelaide, South Australia, 5000 at 10:00am (AEST) in front of an independent scrutineer, and the original entry deemed invalid.  
Any minor prize re-draws will take place at Level 18, 25 Grenfell Street, Adelaide, South Australia, 5000 at 10:00am (AEST) on the Monday following 30 days from the original draw date.
23. Nothing in these Terms and Conditions limit, exclude or modify 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, Participating Centres and the JLL Qld Group of companies (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.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, Participating Centres and the JLL Qld Group of companies (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 claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
25. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
26. The Promotion is not valid in conjunction with any other offer.

27. By participating in the Promotion, each entrant acknowledges and agrees that the Promoter and the Participating Centres collect personal information about entrants for the purposes of:
- a. including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and
  - b. enabling the Promoter and Participating Centres 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 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 promotion, an entrant agrees that the Promoter and Participating Centres 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.
28. Photos will be the property of the Promoter and Participating Tenants and can be used and replicated in any way to further promote the Promotion and Participating Centres. If you no longer wish for your photo to be used, contact the Participating Centre's Marketing Manager.