

## TERMS AND CONDITIONS FOR SHORE CITY SHOPPING CENTRE “SPRING GIVEAWAY” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**Spring Giveaway**” Promotion (**Promotion**) is deemed acceptance of these Terms and Conditions.
2. The promoter is **Shore City Shopping Centre PTY Limited** (NZBN 9429042380726) care of Centre Management **52 – 56 Anzac Street, Takapuna, Auckland (Promoter)**.

### ELIGIBILITY

3. Entry is only open to people **aged 18 years or over**.
4. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in **SHORE CITY SHOPPING CENTRE (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 closes at **5:00pm** on **15/11/2020** or is available until all 5,000 unique entry codes are distributed whichever comes first (**Promotion Period**). All times stipulated in these Terms and Conditions will be based on NZT.

### HOW TO ENTER

6. To participate in this promotion, customers must, within the Promotion Period, spend \$30 or more in any one single transaction at any outlet (each as **Qualifying Transaction**) within Shore City (**Centre**) where the customer will receive one unique entry code. 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.
7. Eligible individuals must then, during the Promotional Period, undertake the steps outlined below:
  - Download the ‘Shore City App’ (the App) from the App Store or Google Play using their compatible device. If the individual does not have a compatible device, they can bring their unique entry code to Customer Services on Level 2.
  - Individuals must then open the App on their device and create an account (if they have not done so already) by completing the required fields with their personal information (Personal Information). By creating an account, individuals will then be able to access the ‘Spring Giveaway’ promotion and accept/redeem instant win prizes;
  - Once the App has been downloaded and an account created individuals must follow the prompts within the App to the ‘Spring Giveaway’ promotion and then, as instructed, enter their unique entry code to determine if they are an instant prize winner.
  - Instant Prize winners will be notified instantly and the voucher for their nominated prize will appear in the ‘My Vouchers’ section of the App.
  - Whether the unique entry code is an instant prize winner, or not, all entries will be entered into the grand prize draw.

8. It is a condition of entering the Promotion that entrants agree for their Personal Information to be added to the database of the Participating Centre and to be used in accordance with the purposes set out in these Terms and Conditions.

#### **LIMITS ON ENTRY**

9. Multiple entries are permitted per person, subject to the following: (a) only one entry permitted per Qualifying Transaction; (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 unrecognised codes will be deemed invalid.

#### **DRAW DETAILS**

10. The draw for the Grand Prize will take place at the Participating Centre on **Monday 16 November 2020**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
11. The winner of the Grand Prize will be notified by **email**. The name of the winner will be published on the Shore City Shopping Centre website for a period of 30 Days.

#### **PRIZE(S)**

12. The first valid **entry** randomly selected, from all valid entries received, will win the Grand Prize of a Shore City Gift Card valued at NZD \$2000.
13. 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.
14. Instant win prizes available to be won during the Promotion Period include:
  - 400 x Free Coffee Cards valued at \$5, redeemable at Café Etage, Majestic Tea Bar and New World Metro
  - 600 x \$5 Food and Beverage vouchers redeemable at a selected Food and Beverage outlet as nominated on the voucher
  - 100 x O.P.I Nail Polish from Life Pharmacy Takapuna valued at \$19.95 each, exact colour to be determined by the Promotor in its absolute discretion.
  - 60 x Free, Neck, Head and Shoulders massage at Healthway Massage valued at \$45 each. Terms and conditions are listed on the voucher
  - 5 x \$30 off voucher from Healthway Massage
  - 100 x \$10 off vouchers for Rejuvenation Massage
  - 3 x 1 month membership at Les Mills Takapuna
  - 3 x Aim'n Ribbed Seamless Crop Set from Stirling Sports Takapuna. Size and colour can be selected from within the Store's range.
  - 1 x \$50 Cue Gift Card

## GENERAL

15. 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.
16. Incomplete, indecipherable, or illegible entries will be deemed invalid.
17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
19. If for any reason **a/the** winner does not take or claim **a/the** prize (or an element of **a/the** prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If **a/the** prize (or part of **a/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 of the equal value and/or specification.
21. The total prize pool value is NZD\$15,000
22. Prize(s), or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. 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.
24. 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.
25. Any cost associated with accessing the App 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.
26. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (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.

27. 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.
28. 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](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.