



A Taste of Unley Road Shopping Festival Promotion

Terms and Conditions - Game of Chance

1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

2) The promoter is the Unley Road Association (ABN 38 939 855 783) of PO BOX 391 Unley SA 5061 (Promoter).

Duration

3) All references to time in this document are a reference to the local time in Adelaide, South Australia, Australia on the date stated. The promotion commences at 0:01 on 15 February 2020 and closes at 11:59 on 15 March 2020 (Promotion Period).

Eligibility to enter

4) Entry is open only to Australian residents aged 18 years and over who are customers / clients of Unley Road businesses (Eligible Entrants), excluding committee members, employees and their immediate families of the Promoter.

Entry into the promotion

5) To enter, Eligible Entrants must, during the Promotion Period, make a purchase of \$30 or more at an Unley Road business, register their details on the application card (available in store) and retain proof of purchase.

6) The Promoter is not responsible for any lost, late or misdirected entries.

7) Eligible Entrants are permitted multiple entries.

8) The time of entry will be deemed to be the time the entry is received by the Promoter.

9) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Drawing of entries

10) There will be one draw. The draw will take place at 3:30pm on 23 March 2020. The draw will take place at The Unley City Council, 181 Unley Road, Unley, SA, 5061 (Drawer).

11) The result of the draw is final and no correspondence will be entered into.

The prizes

12) There are three prizes, comprising \$ worth of goods, services and gift vouchers to the following Unley Road businesses.

First Prize; \$2000 Persian Rug from Persian Rug Palace, \$500 Voucher Carla Zampatti, \$270 voucher from Korpemotus Pilates, \$1500 voucher from Tailors of Distinction, \$250 voucher from Perri Cutten, \$300 hair makeover including colour, olaplex treatment, cut and style from Kabuki Hair,



\$200 voucher from Pickle in the Middle, \$200 voucher from Svago, \$250 gift basket from Haddad Pharmacies, Weber Baby Q valued at \$300 from Rawsons Elite Appliances, \$150 voucher from Starfingers, \$200 gift basket from The Gift Specialists, \$200 voucher from Ultra Tune Unley and \$1000 Shopping Voucher from Unley Road Association.

Second Prize: \$800 Shopping Voucher from The Unley Road Association

Third Prize: \$500 Shopping Voucher from The Unley Road Association.

The winners of the draw can claim these vouchers from The Unley Road Association, care of Finos Fine Foods, 128 Unley Road, South Australia.

13) The Prizes are awarded and must be redeemed, in accordance with and subject to the Terms and Conditions of each of the businesses, including expiry rules, if relevant, and any other terms and conditions disclosed at the time of redemption.

14) The prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize may be transferred to any other person. It is a condition of accepting a prize that the winners accept the conditions of use of that prize.

15) 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.

Notification of the winner

16) The winner will be notified by email on the 24th of March 2020, and their name will be published on the Unley Road website (www.onlyunleyroad.com.au).

Right of the Promoter to redraw

17) The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed 3 months after the original draw, a second chance draw will be conducted by the Drawer on the 23th June 2020, at 3:30pm at Finos Fine Foods, 128 Unley Road, South Australia. Any winners determined in accordance with this clause will be notified by email on the 24th June 2020 and their names will be published on the Unley Road website on 24th June 2020.

Limitation of liability and variation of terms

18) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

19) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.



20) The exclusion of liability in clause 19 does not apply to limit or exclude liability:

a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; or

b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

[Entry details and privacy](#)

21) Entry details remain the property of the Promoter. The name and photograph of the winners may be used for promotional purposes by the Promoter, unless a winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties and any applicable statutory authorities). Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with Australian privacy laws.

22) Permit number SA [T19/2131]