

TERMS & CONDITIONS

REDISCOVER THE PARADE COMPETITION 2020 (“COMPETITION”)

General

1. The Competition is being conducted by The City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 (ABN 11390194824) (“Promoter”). SA Licence Number T19/777
2. Entry into the Competition is deemed as acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to the Competition, these Terms and Conditions will prevail.
4. The Competition commences at 9.00am ACST on Monday 6 July 2020 and closes at 5.00pm ACST on Monday 17 August 2020 (“Closing Date and Time”). All Competition entries must be received by the Promoter prior to the Closing Date and Time. Late entries will not be accepted under any circumstances.

Eligibility

5. The Competition is open to all South Australian residents 18 years of age or older excluding elected members and officers or employees of the Promoter and their immediate families (being any person within the definition of ‘relative’ in the *Local Government Act 1999*).

Entering

6. To enter the Competition, entrants must spend \$15 or more in a single transaction during the period of the Competition at any Participating Business. Entrants must then visit www.theparadenorwood.com to submit their entry by completing the online entry form and must complete all required fields (“the Entrant”).
7. A Participating Business means any retailer, café, food outlet and/or service provider within The Parade, Norwood Precinct between Portrush Road and Fullarton Road. [For a full list of Participating Businesses go to www.theparadenorwood.com].
8. There is no limit to the number of entries each Entrant may submit, however, only one entry may be submitted per transaction in satisfaction of these Terms and Conditions. A copy of the transaction or receipt will be required as proof of purchase and must be retained by the Entrant and provided to the Promoter upon request.
9. An entry that is made on behalf of an Entrant by a third party is invalid unless the Entrant requires the assistance of a third party to enter due to a disability.
10. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any Entrant for tampering with the entry process, including but not limited to the utilisation of techniques designed to make multiple entries with a single purchase or for submitting an entry or otherwise acting in any manner which is not in accordance with these Competition Terms and Conditions.

Prize

11. The Prize means each of the following monetary amounts to be provided in vouchers from Participating Businesses of the Entrants choosing, with a minimum voucher value of \$50 and a maximum voucher value of \$500 per Participating Business:
 - a. \$5,000;
 - b. \$3,000;
 - c. \$2,000;
 - d. \$1,500; or
 - e. \$1,000 (“Prize”).

Draw

12. The Prize will be drawn at 12.00 noon ACST on Wednesday 19 August 2020 at the City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 (“Draw”). The Prize will be drawn at random in the presence of a Justice of the Peace and the Mayor/Presiding Member of the Norwood Parade Precinct Committee – Mayor Robert Bria.
13. Five (5) Entrants in total shall receive the Prize (“Winner”), namely: one (1) Entrant shall receive the Prize stated in clause 11a, one (1) Entrant shall receive the Prize stated in clause 11b, one (1) Entrant shall receive the Prize stated in clause 11c, one (1) Entrant shall receive the Prize stated in clause 11d and one (1) Entrant shall receive the Prize stated in clause 11e.
14. The Winner will be contacted by telephone in the first instance and will be notified in writing within five (5) business days of the Draw. The Winner will be announced on The Parade website www.theparadenorwood.com and published online on Monday 24 August 2020 for a period of not less than twenty-eight (28) consecutive days.
15. The Winner must contact Stacey Evreniadis, Economic Development Coordinator at the City of Norwood Payneham & St Peters on (08) 8366 4616 by 5:00pm ACST on Wednesday 2 September 2020 to claim the Prize.
16. If the Winner does not claim the Prize in accordance with these Terms and Conditions he/she forfeits the Prize without compensation and without any claim against the Promoter and/or the Participating Business.
17. If the Prize remains unclaimed, an unclaimed Prize draw from all other entries will take place at 12.00 noon ACST on Friday 4 September 2020 at the City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 (“Alternate Draw”). The Prize will be drawn at random in the presence of a Justice of the Peace and the Mayor/Presiding Member of the Norwood Parade Precinct Committee – Mayor Robert Bria.
18. Only one Entrant shall receive the Prize drawn under the Alternate Draw (“Alternate Winner”). The Alternate Winner will be contacted by telephone in the first instance and will be notified in writing within five (5)

business days of the Alternate Draw. The Winner will be announced on The Parade website www.theparadenorwood.com and published online for a period not less than 28 days.

19. The Alternate Winner must contact Stacey Evreniadis, Economic Development Coordinator at the City of Norwood Payneham & St Peters on (08) 8366 4616 by 5:00pm ACST on Friday 18 September 2020 to claim the Prize.
20. If the Alternate Winner does not claim the Prize in accordance with these Terms and Conditions he/she forfeits the Prize without compensation and without any claim against the Promoter and/or the Participating Business.

Promotional material

21. As a Condition of entering this Competition the Entrant agrees that, in the event that they are a Winner or an Alternate Winner, the Entrant provides unconditional consent to the Promoter and the Participating Business using their name, image and photographs for publicity and promotional purposes, without compensation and also agree that the Promoter will own the copyright of any such images and photographs and in all material incorporating the photographs for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this Competition.
22. As a condition of entering this Competition the Entrant agrees that, in the event that they are a Winner or an Alternate Winner, they will participate in all reasonable promotional activities in relation to the Competition as requested by the Promoter and/or the Participating Business.
23. By filling out an online entry form the Entrant consents to having the information on the entry form stored, retained and used by the Promoter for the purposes of this Competition and other promotions or events conducted by the Promoter relating to The Parade, Norwood Precinct.
24. The Promoter will comply with all obligations under the *Privacy Act 1998* in relation to the storage, use and record-keeping of the Entrant's personal information.

General

25. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the result of the Competition.
26. To the extent permitted by law, the Promoter shall not be liable and excludes all liability for any loss, damage, injury or death (including but not limited to indirect or consequential loss) suffered or sustained by any person whether caused directly or indirectly by any act or omission of the Promoter or its servants or agents in connection with the Competition or the Prize.
27. The Promoter is not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
28. The Promoter and Participating Business reserves the right to substitute the Prize in whole (or any of its components), with another prize of equal or greater value.
29. The Promoter is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries. The Promoter is not responsible for any problems or technical malfunctions of any telephone network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Competition or the downloading of any materials relating to the Competition.
30. If for any reason this Competition is not capable of running as planned; whether caused by infection of computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, pandemic, declaration of a major emergency by the South Australian Government, or any other cause beyond the control of the Promoter that corrupts or affects the administration, security, fairness or integrity of the Competition, subject to any written direction from any State Authority, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition without any liability to any Entrant.
31. The Promoter reserves the right in its sole discretion to disqualify any Entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of this Competition. The Promoter's legal rights to recover damages or other competition from such an offender are reserved.
32. If any term of these Terms and Conditions is or becomes void or unenforceable at law or in equity by reason of any illegality, ambiguity or otherwise then so far as may be reasonably possible, that term shall be severed from these Terms and Conditions, which shall otherwise continue in full force and effect.
33. All rights under these Terms and Conditions are in addition to and do not abrogate, limit or reduce any other rights that a party may have.
34. The Competition is governed by the laws of South Australia and the Commonwealth of Australia and any proceeding brought in relation to the Competition and these Terms and Conditions are to be instituted within the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry.
35. Paragraphs 24, 25, 26, 27, 29 and 32 survive termination or expiration of these Terms and Conditions.