

TERMS & CONDITIONS

SHOP TO WIN \$15,000 WORTH OF PARADE PRIZES (“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 T21/1740
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 8.00am ACST on Saturday 20 November 2021, and closes at 11.59pm ACST on Thursday 23 December 2021 (“Closing Date and Time”). All Competition entries must be received by the Promoter prior to the Closing Date and Time. Entries received after the Closing Date and Time will not be accepted under any circumstances.

Eligibility

5. Subject to clause 7, the Competition is open to all Australian residents 18 years of age or older who are a customer of a Participating Business.
6. Elected Members and officers or employees of the Promoter and members of their respective immediate families (being any person within the definition of ‘relative’ in the *Local Government Act 1999*) are ineligible to enter.

Entering

7. To enter the Competition, entrants must spend \$25 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”).
8. A Participating Business means any retailer, café, food outlet and/or service provider within The Parade Precinct, Norwood, between Portrush Road and Fullarton Road. [For a full list of Participating Businesses go to www.theparadenorwood.com].
9. There is no limit to the number of entries each Entrant may submit, however, only one entry may be submitted per transaction that is in satisfaction of these Terms and Conditions. A copy of the transaction or receipt relied upon for an entry will be required as proof of purchase and must be retained by the Entrant and provided to the Promoter upon request.
10. 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 or other extenuating circumstances (as determined by the Promoter).
11. 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.

12. To avoid doubt, an incomplete or incorrectly answered entry form or an entry form that was submitted contrary to these Terms and Conditions will be ruled as an ineligible entry for the Prize.

Prize

13. The Prize means each of the following:

1st Prize = \$5,000 to spend at any Participating Business in the form of monetary vouchers with a maximum of \$500 or a minimum of \$50 to be spent at any single business. The winner of this prize will be required to inform the Promoter in writing within 21 days (or any other timeframe agreed by the Promoter) of the Participating Businesses that the winner wishes to receive vouchers from, and the Promoter will then proceed to purchase the vouchers in line with the Winner’s selection.

2nd Prize = \$5,000 holiday in the form of a single voucher to any one (1) of the four (4) Participating Businesses that are a Travel Agency (Helloworld Norwood, Phil Hoffmann Travel Norwood, Top Deck Travel Norwood and Travel Associates Norwood) located within The Parade Precinct. The winner of this prize will be required to inform the Promoter in writing within 21 days (or any other timeframe agreed by the Promoter) of their choice of e-Bike, with the Promoter to then proceed with purchasing the voucher in line with the Winner’s selection.

3rd Prize = \$5,000 towards an e-Bike to be purchased from either Bicycle Express Norwood or Norwood Parade Cycles, both of which are located within The Parade Precinct. The winner of this prize will be required to inform the Promoter in writing within 21 days (or any other timeframe agreed by the Promoter) of their choice of e-Bike, with the Promoter to then cover the purchase cost up to the value of \$5,000 via an invoice from the chosen Bicycle business. Should the purchase be under \$5,000, the winner will not receive the remaining balance. Should the cost of the bicycle (e-Bike) be over \$5,000, the winner will be required to pay the outstanding balance to the relevant Participating Business after the \$5,000 is applied prior to being entitled to take possession of the e-Bike. If the Winner does not pay the outstanding balance by the date specified in the invoice issued by the Participating Business (which date must not be less than twenty-eight (28) days), then the Winner forfeits the Prize without compensation and without any claim against the Promoter and/or a Participating Business.

14. If the Winner fails to make a selection as necessary to claim a Prize within the applicable timeframe as specified in clause 13, then the Winner forfeits the Prize without compensation and without any claim against the Promoter and/or a Participating Business, unless the Promoter, in its absolute discretion, allows the Winner an extension of time to make a selection.
15. The Prizes are not redeemable for cash and all vouchers that are received as a Prize (or part of a Prize as the case may be) are subject to the terms and conditions for use specified by the relevant Participating Business (if any).

Draw

16. The Prize will be drawn at 12.00 noon ACST on Friday 24 December 2021 at the City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 ("Draw"). The Prize will be drawn from all eligible entries at random in the presence of a Justice of the Peace and by the Mayor/Presiding Member of the Norwood Parade Precinct Committee – Mayor Robert Bria, or his nominated delegate.
17. Three (3) Entrants in total shall receive the Prize ("Winner"), to be determined as follows:
 - a. the first drawn eligible entry shall receive the 1st Prize stated in clause 13;
 - b. the second drawn eligible entry shall receive the 2nd Prize stated in clause 13; and
 - c. the third drawn eligible entry shall receive the 3rd Prize stated in clause 13.
18. 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 Wednesday 5 January 2022 for a period of not less than twenty-eight (28) consecutive days.
19. The Winner must contact Tyson McLean, Economic Development & Strategic Projects Officer at the City of Norwood Payneham & St Peters on (08) 8366 4512 by 5:00pm ACST Wednesday 5 January 2022 to claim the Prize.
20. 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.
21. If a Prize remains unclaimed as at 5pm, Tuesday 18 January 2022, an unclaimed Prize draw from all other eligible entries will take place at 12.00 noon ACST on Wednesday 19 January 2022 at the City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 ("Alternate Draw"). The Alternate Draw for any unclaimed Prize will be drawn at random in the presence of a Justice of the Peace and by the Mayor/Presiding Member of the Norwood Parade Precinct Committee – Mayor Robert Bria or his nominated delegate.
22. Only one (1) Entrant shall receive the Prize, which is determined from the first eligible entry 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.

23. The Alternate Winner must contact Tyson McLean, Economic Development & Strategic Projects Officer at the City of Norwood Payneham & St Peters on (08) 8366 4512 by 5:00pm ACST on Friday 28 January 2022 to claim the Prize.
24. 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

25. As a Condition of entering this Competition the Entrant agrees that, in the event that the Entrant is a Winner or an Alternate Winner, the Entrant provides unconditional and irrevocable 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.
26. As a condition of entering this Competition the Entrant agrees that, in the event that the Entrant is a Winner or an Alternate Winner, the Entrant will participate in all reasonable promotional activities in relation to the Competition as requested by the Promoter and/or the Participating Business.
27. 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.
28. The Promoter will not use or disclose to a third-party the Entrant's personal information contained in an entry form other than for the purpose specified in clause 27 or as may otherwise be required by law.

General

29. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the result of the Competition.
30. 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.
31. 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.

32. The Promoter and Participating Businesses reserve the right to substitute the Prize in whole (or any of its components), with another prize of equal or greater value.
33. 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.
34. 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, unauthorized 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. Paragraphs 28,29, 30, 31, 33 and 36 survive termination or expiration of these Terms and Conditions.