TERMS AND CONDITIONS – Spend & Win a Spend & Win a \$10K Holiday at Jetty Road, Glenelg SA Licence number T2/724

## **SCHEDULE**

Item 1: Promotion Name Spend & Win a Spend & Win a \$10K Holiday at Jetty Road, Glenelg

Item 2: Promoter City of Holdfast Bay ABN 62 551 270 492 of Brighton Civic Centre, Jetty Road, Brighton SA 5048.

Item 3: (Appendix 1) Major Prize Pool, valued at \$10,000 consisting of 1 prize.

#### 1 Introduction

- 1.1 Participation in this Promotion and information regarding redemption of any prizes forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, entrant's warrant that they have read, understood and agree to be bound by these terms and conditions.
- 1.3 A copy of these terms and conditions can be obtained from the City of Holdfast Bay Civic Centre and on the competition website www.jettyroadglenelg/holiday
- 2 Privacy and Collection Notice

This Notice explains how the Promoter and its affiliates ("We"), manage your personal information and complaints. More information can be found on our Privacy Policy at <a href="https://www.holdfast.sa.gov.au/privacy">https://www.holdfast.sa.gov.au/privacy</a>.

- 2.1 We will use your personal information primarily to conduct the competition, advise if you are a winner, and provide information about the products and services you have requested offered by us and our affiliate retailers.
- 2.2 Where required by law, we may disclose your personal information to a third party. We may also disclose your information to a third party if needed to deliver your prize in the event you win one..
- 2.3 Our Privacy Policy sets out how you can access and make a request to correct your personal information we may hold about you, or to make a privacy complaint, and how we will deal with the complaint.
- 2.4 By entering this competition you agree to receive the Jetty Road monthly consumer enewsletter and electronic communications from Phil Hoffmann Travel.
- 2.5 You may contact us by email at: hello@jettyroadglenelg.com or by post: PO Box 19, Brighton SA 5048 or delivery to the Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048.
- 2.6 This Promotion runs from 9am (CST) on Thursday 1 June 2023 to 11.59pm (CST) on Friday 30 June 2023 (Promotion Period).

## 4 Eligibility

4.1 This Promotion is open to all Australian residents who are a customer of a Participating Retailer.

- 4.2 Directors, officers, management, suppliers and their employees (and the Immediate families of directors, officers, management, suppliers and employees) of the Promoter or of its related bodies corporate or agencies are ineligible to enter the Promotion. 'Immediate families' means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling, whether or not they live in the same household as the director, officer, manager, employee or contractor.
- 4.3 Retailers and staff of retailers who are participants in the promotion are ineligible to enter the competition.
- 4.4 If the entrant is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
- 5 Method of entry
- 5.1 To enter the competition customers simply:
  - (a) Spend \$30.00 in any Participating Retailer in one transaction
  - (c) Scan the QR code (or manually enter the web address in an internet search bar) to be taken to the competition website.
  - (c) Submit an entry via the online entry form and complete all required fields.
  - (d) Upload an image of their receipt showing they have made a purchase of \$30.00 or more in a single transaction during the Promotion Period.
- 5.2 Receipts deemed ineligible to receive an entry form include purchases made at supermarkets, prescription medication, petrol stations and financial institutions, unless otherwise stated in the participating retailers list. For a full list of participating retailers visit www.jettyroadglenelg.com.au.
- 5.3 Entry into this competition is unlimited, subject to complying with clause 5.1 however only one entry may be submitted per transaction that is in satisfaction of these Terms and Conditions.
- 5.4 It is the responsibility of an entrant to notify the Promoter if he or she returns an item identified on a receipt used to enter the competition. In this instance, the Promoter reserves the right to remove the entry from the Promotion.
- 5.5 The Promoter reserves the right to verify the validity of entries and participants if and when required (including a participant's identity and place of residence) and to disqualify any participant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## 6 Draws

- 6.1 The winner of the Major Prize will be drawn at 10am on Monday 3 July 2023. The winners will be determined via a random draw from an online electronic drawing system at 10am at the Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048.
- 6.2 The winners of major prize will be announced on the Jetty Road Facebook page and contacted by phone on Monday 3 July 2023 after the draw has taken place and will also be notified in writing

thereafter. The name of the winners will be published on the Jetty Road Facebook page (<a href="https://www.facebook.com/jettyrdglenelg">https://www.facebook.com/jettyrdglenelg</a>) on Monday 3 July 2023.

6.3 The entrant does not need to be present at the Major Prize draw.

#### 7 Prizes

- 7.1 The total amount of prizes for this Promotion consists of the number of prizes noted in Appendix 1. All prize values are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.
- 7.2 The prizes are not transferable, redeemable or exchangeable for cash.
- 7.3 The Promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 7.4 All prizes are subject to the terms and conditions of the individual provider of the prize.
- 7.5 Any ancillary costs associated with redeeming a prize are not included.
- 7.7 Should the winner reside outside of South Australia, collection and/or delivery of the Prize will be the responsibility of the Winner.
- 7.7 If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize (or that part of the prize) to the equal value, subject to any written directions from a regulatory authority.

## 8 Notification

- 8.1 The Promoter will publish the results of the Promotion on the Jetty Road, Glenelg Website after the Major prize Winner has been drawn. The Winner will be contacted via phone and in writing and permission will be requested to advertise their first name on the Jetty Road, Glenelg website.
- 9 Prize collection
- 9.1 The Major prize winner will be asked to arrange to collect the voucher from the Glenelg Library, 2 Colley Terrace, Glenelg 5045.
- 9.2The Winner must retain their original purchase receipt to confirm their eligibility to have entered the draw. If a receipt is not produced at time of notification, the winner will not be eligible to claim the prize and a re-draw will occur.
- 9.4 A redraw of the unclaimed Prize will take place at 10.00am Friday 21 July2023 at Glenelg Town Hall, 1 Moseley Square, Glenelg SA 5045 and Prizes must be collected within 14 days, subject to any written directions from a regulatory authority. The re-draw winner will be contacted via phone and in writing and permission will be requested to advertise their first name on the Jetty Road, Glenelg website.

The name of the redraw winner will be published on the Jetty Road Website on Friday 21 July 2023.

# 10 Publicity materials

10.1 By entering into this Promotion, entrants accept that a picture, along with the winner's name, may be requested for publication in local and regional media as part of the competition.

- 11 Release and indemnity
- 11.1 The Promoter accepts no responsibility for the prizes once the winner has collected them.
- 11.2 The Promoter accepts no responsibility for lost, late, damaged or illegible receipts.
- 11.3 The Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law.
- 11.4 This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook.
- 12 Termination of Promotion
- 12.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.
- 13 Decisions final
- 13.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 13.2 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.
- 13.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final and no discussions or correspondence with entrants or any other person will be entered into.

## Appendix 1 – Major Prize Pool

Prize	Туре	Value	Quantity
Phil Hoffman Travel Voucher	Prize Draw	\$10,000	1
TOTALS		\$10,000	