

## **Harbour Town Premium Outlets Adelaide**

Mother's Day Oroton Umbrella Giveaway, 2024

Claim a small Oroton 'Parker' Umbrella valued at \$79.95 when you spend \$200 or more at participating Harbour Town Premium Outlets Adelaide stores.

Total Giveaway Pool: 500 x Umbrellas valued at \$79.95 for a total prize pool of \$39,975

- 1. The promoter is Harbour Town Centre Management Pty Ltd (HTCM) A.B.N No 21 001 302 610, 727 Tapleys Hill Road, Adelaide Airport, SA 5950.
- 2. Information on how to enter this competition and other details contained in promotional advertisements forms part of the conditions of entry. Claiming a free gift with purchase during the promotional period constitutes acceptance of these terms.
- 3. Entry to the promotion is open to residents of South Australia only. An entrant must be an individual and not a company or organisation ("Eligible Entrant"). Entrants must be over the age of 16 years. Employees of, or contractors to, the Promoter or any of the Promoter's contractors or agencies involved with the promotion or the immediate family of such people are ineligible for this promotion. Harbour Town Premium Outlets retailers, staff and immediate families are ineligible for this promotion. Any entry submitted by such a person will not be accepted.
- 4. The Giveaway commences at 9.00am on Monday 29 April 2024, and closes at 5.00pm on Sunday 12 May 2024, OR when all 500 x Oroton Umbrellas have been claimed, whichever comes first ("Campaign Period").
- 5. The Giveaway comprises of 1 x small, Oroton 'Parker' Umbrella ("The Giveaway"). The Giveaway is strictly while stocks last. Colours will vary and cannot be guaranteed.
- 6. To enter, eligible customers must:
  - a. Make an eligible purchase of \$200 or more in a single transaction at a participating Harbour Town Premium Outlets Adelaide store during the campaign period. All stores at Harbour Town Premium Outlets Adelaide with the exception of TK Maxx are participating stores.
  - b. Present their valid receipt to Customer Service Representative at Centre Management during hours of operation. (Monday Wednesday and Friday 9.00am to 5.30pm, Thursday 9.00am to 9.00pm, Saturday 9.00am to 5.00pm, Sunday 10.00am to 5.00pm)
  - c. Provide details of purchase including receipt amount, date and store, plus customer details including Full Name, Email Address, Date of Birth and Post Code to collect their free small, Oroton 'Parker' Umbrella.
- 7. Eligible Purchases DO NOT include: Tobacco Products; Gaming Products; Gift Cards; Pharmacy Prescription items; deposits into banks, building societies, financial institutions or payments on account of insurances and the like; telephone, internet or mobile phone calling cards or credit cards; Bill payments such as Motor Vehicle Registration, Gas, Electricity or Telephone, Premiums, Rates or

Subscriptions; Products that have been returned for a refund; Part Payments on Lay-by purchases excluding the final payment, which must be made during the Promotional Period.

- 8. Purchases from TK Maxx are ineligible for this promotion. Receipts presented from this store will not be honoured in exchange for The Giveaway.
- 9. Receipts that have been re-printed, photocopied or re-created in any fashion or state will not be accepted for this promotion. Valid receipts will be marked by Customer Service staff before returning to the customer.
- 10. Oroton Umbrellas are limited to one umbrella per valid receipt, per eligible customer, per day of the campaign. Any attempt to resell or auction all or any part of this Giveaway will result in an immediate cancellation of the giveaway. The Giveaway may be terminated without notice if these Terms and Conditions are not complied with.
- 11. The Giveaway comprises of 1 x small, Oroton 'Parker' Umbrella ("The Giveaway") per valid receipt, per customer, per day during the Campaign Period. The total Giveaway value will not exceed \$39,975. By claiming The Giveaway the entrant agrees to adhere to all terms and conditions of the promotion.
- 12. The Giveaway is not exchangeable, transferable or redeemable for cash or other goods or services. If The Giveaway is faulty in any way, the Promoter reserves the right to refuse to replace The Giveaway or offer an alternative giveaway in its place.
- 13. The promoter reserves the right to substitute The Giveaway for another gift of similar value (to be determined by the promoter) should the gift become unavailable for any reason.
- 14. It is a condition of accepting the gift that the winners may be required to sign legal release in a form determined by the Promoter in its absolute discretion. Additional expenses incurred as a result of accepting The Giveaway are the entrant's responsibility and the Promoter and/or its affiliates accept no liability or responsibility in respect of the same or for any loss or injury suffered as a result of accepting the gift.
- 15. The Giveaway must be redeemed in person. No Oroton Umbrellas will be held or put aside for any reason. A single individual is able to claim one Oroton Umbrella. No individual is able to claim The Giveaway on behalf of another individual, even if multiple, valid receipts are presented.
- 16. The Promoter reserves the right to exclude any person from this promotion for any reason whatsoever. If the Entrant Details are not provided in full, or the information provided is false or misleading in any way, that entry may, at the discretion of the Promoter, be excluded from the promotion.
- 17. The Promoter reserves the right to request entrants to provide proof of identity and proof of Purchase in order to claim The Giveaway. Proof of identification considered suitable for verification is at the discretion of the Promoter.
- 18. If for any reason this promotion is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion, The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the promotion subject to written directions from State Regulatory bodies.

19. The entrants agree to participate in all reasonable promoted activities in relation to the Giveaway as requested by the Promoter and its agents and sign any release document provided by the Promoter, in its absolute discretion. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they claim a giveaway (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this Giveaway (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. This Giveaway is offered in good faith and is not to give rise to any legal dispute and is binding in honour only. In case of a dispute or challenge, Centre Management's decision is final and no correspondence will be entered into. Acceptance of prizes indemnifies Harbour Town Premium Outlets Shopping Centre, its retailers, managers and agents of any responsibility.

## 20. The Entrant Details that are collected:

- a. will be used by the Promoter to conduct the promotion and issue giveaways;
- b. may be used by the Promoter to contact entrants for any reason whatsoever relating to the promotion;
- c. will be disclosed to third parties assisting in the conduct of the promotion, such as for the purpose of issuing and delivering the prize; and
- d. if authorised by an entrant, may be used by the Promoter or selected third parties for the purpose of marketing goods or services to the entrant.
- e. will be used to sign the entrant up to the Harbour Town VIP program. You may view VIP Program terms and conditions here: <a href="https://harbourtownadelaide.com.au/vip">https://harbourtownadelaide.com.au/vip</a>.
- f. will be used to sign the entrant up to the Oroton Newsletter. You may the Oroton Privacy Policy here: <a href="https://oroton.com/help/privacy-policy/">https://oroton.com/help/privacy-policy/</a>
- 21. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Competition and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in The Promotion. We may collect your personal information for the purpose of providing products or services or information about these products or services, to you. Such products and services may include, but are not limited to, the provision of VIP Cards, membership of Tourism Club or Tourism Lounge, the conduct of promotions or competitors, the operation of mailing lists for promotional purposes, an application for tenancy at one of our centres and for the provision of other services requested by you. Harbour Town Centre Management will not disclose your personal information other than in accordance with our Privacy Policy and the Terms and Conditions of this promotion. Refer to website www.harbourtownadelaide.com.au for full privacy policy. You may request access to your personal information held by HTCM by contacting our Privacy Offer email marketing.adelaide@htpo.com.au or phone (08) 8355 1144. Each entrant also agrees the Promoter may publish or cause to be published the winner's name and locality in any media as required under the relevant lottery legislation.
- 22. HTCM and its respective related bodies corporate, officers, employees and agents will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained in connection with this promotion or the use of the prize, except for any liability that cannot be excluded by law. To view Harbour Town

Centre Management Privacy Policy visit www.harbourtownadelaide.com.au/privacy-policy

## **Limitation of Liability**

- 23. To the maximum extent permitted by law, the Promoter is not responsible or liable for any
  - a. inaccurate, incomplete or erroneous information in relation to the promotion;
  - b. action or inaction that occurs as a result of a technical failure or other circumstance beyond the control of the Promoter, including but not limited to computer or software error and internet service failure or disruption;
  - c. entry that is not received or is not received in full for any reason whatsoever, whether the responsibility of the entrant, the Promoter or any third party;
  - d. any loss or damage suffered or sustained to any person or property, including but not limited to, consequential or indirect loss (including economic loss) as a result of any deliberate or negligent act or omission of the Promoter or its servants or agents in connection with the promotion or the prize; and
  - e. any loss or damage suffered or sustained to any person or property, including but not limited to the entrant's phone or any other device that may be used by the entrant, to participate in the promotion.
  - f. any tax implications for Eligible Persons, which may arise from this Competition are the responsibility of the Eligible Persons, and independent advice should be sought.