



## **TERMS & CONDITIONS**

**November 2024**

### **TK Maxx x Harbour Town Adelaide Instagram & Facebook Competition**

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#### **General**

1. Information on how to enter this competition and other details contained in promotional advertisements forms part of the conditions of entry. Entry into this competition constitutes acceptance of these terms.
2. 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.
3. The entrant releases Instagram and Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

#### **Promotional Period**

4. Competition commences 9:00am (ACST) Wednesday, November 13<sup>th</sup>, 2024, and concludes at 10am (ACST) Wednesday, November 20<sup>th</sup>, 2024.

#### **Method of Promotion**

5. Entry to the Competition 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 aged 16 years or older. 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. Any entry submitted by such a person will be void.
6. An Eligible Entrant can enter the competition during the Competition Period by tagging another Instagram or Facebook user on the original TK Maxx competition Instagram and/or Facebook post from the Harbour Town Adelaide Instagram and/or Facebook account. Entrants must also follow both the official Harbour Town Adelaide and TK Maxx Instagram and/or Facebook accounts to be eligible to win. Multiple entries are accepted, each comment counts as an entry.

#### **Prize Details**

7. The prize consists of 1x of 2 x \$250 TK Maxx Gift Cards to be used at Harbour Town Premium Outlets Adelaide only.
8. The prizes are not redeemable for cash and not transferable for other goods or services.
9. Prize is only redeemable via physical collection from Harbour Town Premium Outlets.
10. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. The prize elements may be terminated without notice if these Terms and Conditions are not complied with.

#### **Prize Draw**

11. The winner will be chosen by chance, at random. The winner will be notified via the winner's comment on the official TK Maxx competition post on Instagram or Facebook posted by the official Harbour Town Adelaide Facebook or Instagram account.
12. If a Prize is unclaimed or the winning entrants are unable to satisfy these Terms and

Conditions by 12.00pm AEST Wednesday, January 15th 2024, a second chance draw will be drawn.

### **Limitation of Liability**

13. 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 computer or any other computer 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.

### **Reserved Rights**

14. The Promoter reserves the right to exclude any person from this promotion for any reason whatsoever.
15. In all matters, all decisions of the Promoter will be final and cannot be contested. No correspondence or discussions will be entertained.
16. 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.
17. The promoter reserves the right to substitute the prize for another prize of similar value (to be determined by the promoter) should the prize become unavailable for any reason.
18. The Promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated prize delivery address in order to claim a prize. Proof of identification and residency considered suitable for verification is at the discretion of the Promoter.

### **Privacy**

19. Entry details including name and Instagram and Facebook profiles are required upon entering the promotion.
20. It is a condition of accepting the prize 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 this prize are the winner'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 prize.
21. 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 prize draw.
22. The Entrant Details that are collected:
  - a. will be used by the Promoter to conduct the promotion and prize draw;
  - b. will be used by the Promoter (or its nominee) to contact the winner;
  - c. may be used by the Promoter to contact entrants for any reason whatsoever relating to the promotion;
  - d. 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
  - e. 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.
23. Entrants can contact the Promoter on the details set out below to request access to any Personal Information held by the Promoter in relation to that entrant:  
Harbour Town Centre Management Pty Ltd  
Email: [reception.adelaide@htpo.com.au](mailto:reception.adelaide@htpo.com.au) Ph (08) 8355 1144.

24. All Personal Information will be used in accordance with the Promoter's Privacy Policy, a copy of which is available at [www.harbourtownadelaide.com.au](http://www.harbourtownadelaide.com.au) or by emailing
25. Entrants acknowledge and agree that the winner's name may be published as set out in these terms and conditions and for any other promotional activity engaged in or authorised by the Promoter.
26. The winners agree to participate in all reasonable promoted activities in relation to the Competition 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 are winners of a draw (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 Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. This promotion 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.
28. 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 Competition. 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 competitions, 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. HTCM will not disclose your personal information other than in accordance with our Privacy Policy. 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.
29. 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 competition, the promotion of this competition or the use of the prize, except for any liability that cannot be excluded by law.