

## **SCHEDULE**

This Schedule together with the Terms and Conditions constitute the terms of entry for this Promotion. Please read the Terms and Conditions attached to this Schedule.

- 1) The **Promotion** is **Supamart IGA Giveaway**: Pennant Hills Market Place's 40th Milestone Birthday
- 2) The **Promoter** is Tenakau Investments Pty Ltd {71 000 955 420} 4 -10 Hillcrest Road, Pennant Hills NSW 2120
- 3) Eligible states are New South Wales,  
Entry restrictions:
  - a) Entrants must be 18 years of age or over / OR
  - b) Entry is open to all ages; however, any entrant under 18 years of age requires parent/guardian consent prior to entering the Promotion.
- 4) Entry into the Promotion commences at 7:00am AEST Wednesday, 15th November 2023 (**Commencement Date**).
- 5) Entry into the Promotion closes at 10:00pm AEST Thursday, 30<sup>th</sup> November 2023.
- 6) Entry Method:
  - a) Scan the QR code
  - b) Complete all of the questions.
  - c) Complete all of the required data entry fields on the entry form (the Entry);
- 7) Entry to the Promotion is limited to one (1) entry per entrant, over the entire Promotional Period.
- 8) The promotion is advertised via:
  - a) Facebook & Instagram
  - b) Onsite promotional posters and
  - c) the Website.
- 9) The Promotion is a game of chance. In the event of a draw, all valid entries will be entered into random computerised draw, which will take place via the 'quiz' functionality on the Website.
- 10) The winners will be the 2 entrants randomly drawn in accordance with this Schedule and Terms and Conditions.
- 11) Winners will be notified by email or phone provided on the entry form on Wednesday 6<sup>th</sup> December 2023.
- 12) The Prize consists of the following: Two (2) x \$100 Supamart IGA gift cards.  
Total prize pool is \$200.

## **TERMS AND CONDITIONS**

### **TERMS OF ENTRY**

1. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions.
2. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the winner.
3. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

### **PROMOTION**

5. The Promotion is conducted by the Promoter.
6. This Promotion will be advertised as outlined in the Methods of Advertisement.

### **ELIGIBLE ENTRANTS**

7. Entry is open only to residents of the Eligible States and Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the Relevant Parties are ineligible to enter.
8. In the event entrants under the age of 18 are permitted to enter they must have permission from a parent or guardian to enter the Promotion and have obtained their consent to these terms and conditions.
9. Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
10. All entries to the Promotion may be subject to verification by the Promoter. An entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.
11. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.

### **ENTRY**

12. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date (the **Promotion Period**).
13. To enter the promotion, entrants must follow the Entry Method during the Promotion Period.
14. An entrant's entry must not be:
  - a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful or capable of violating any law or giving rise to a civil action;
  - f) obscene;
  - g) defamatory or libellous;
  - h) threatening or harassing;
  - i) pornographic or contain nudity;
  - j) hateful;

- k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
  - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
  - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
15. An entrant may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must independently comply with these Terms and Conditions.
16. The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
17. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
18. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
- a) Exercising any of the rights in the Entry Material without identifying the entrant; and
  - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
19. Each entrant warrants that:
- a) they have the full power and capacity to grant the rights, warranties, and consents set out in these Terms and Conditions;
  - b) the Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
  - c) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
    - i. in the event that any of the warranties given by the entrant are false;
    - ii. as a result of any breach of these Terms and Conditions by the entrant; and
  - d) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).
20. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
21. If Entry is permitted via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
22. Entrants must make their website or app entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
23. Should an entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that entrant must notify the Promoter of their correct contact details immediately.
24. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
25. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
- a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.

26. By entering the Promotion, the winner and their guest agree that:
- a) if requested by the Promoter, the winner and their guest will:
    - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
    - ii. participate in all promotional and publicity activity in connection with the Promotion;
  - b) the Promoter may use their name, image, location, comments, photographs, Entry Material or clips ("Materials") for publicity and promotional purposes in any form of media, without reference or compensation to the winner and their guest/s or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Related Parties) to do the same; and
  - e) the winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.
27. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

### **WINNERS & JUDGING**

28. There will be two Winner/s determined from all entries received during the Promotion Period. Each winner will receive a Prize.
29. The Promoter's decisions are final and no correspondence will be entered into.
30. All reasonable attempts will be made to contact the winner. If the Prize is not claimed by the winner by the Unclaimed Prize Date, it will be awarded to another entrant by the Promoter on the Unclaimed Prize Date. The winner of the unclaimed Prize will be notified by phone/email within two (2) days of the Unclaimed Prize Date.

### **PRIZE**

31. The Prize for this Promotion and the Total Prize Value is specified in the Schedule.
32. All Prize values are correct as at the Commencement Date and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
33. If a winner of a Prize is under the age of 18 years (where entry by persons under 18 is permitted):
- a) they must be accompanied on the Prize by a parent or legal guardian; or
  - b) the Promoter may, at its discretion, award the Prize to the winner's parent or guardian (who is aged over 18 years).
34. Any guest/s that accompany a winner on any element of the Prize must be over the age of 18, unless expressly stated otherwise.
35. The Prize must be taken as offered and cannot be varied. If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification (subject to the approval of the authorities that have issued permits for the conduct of the Promotion). The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
36. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
37. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
38. The Prize must be claimed by the winner by the Unclaimed Prize Date. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the winner.
39. The Prize may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow the winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

40. The winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
41. Once the Prize has left the Promoter's/Prize supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
42. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
43. The Prize cannot be used in conjunction with any other discounts or special offers.
44. Any cash component of the Prize will be issued to the winner as a cheque in the winner's name and crossed "not negotiable."
45. The Prize will be awarded to the winner in the Promoter's sole discretion.
46. Prizes may not, without the prior written consent of the Prize supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize supplier may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause no refund, substitute or compensation will be offered and the winner and any person who has purchased or otherwise bears that ticket may be refused entry.

### **General**

47. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
48. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.
49. The winner and their guests must declare to the Promoter and/or any prize supplier any health-related issues that may affect their safe participation in any part of the Promotion or Prize (where applicable) and obtain a written clearance from their doctor in this respect. The Promoter (upon consultation with any relevant qualified person) reserves the right to refuse to allow a winner or their guest to take part in an aspect of a Prize, if the Promoter determines, that a winner is not in the mental or physical condition necessary to be able to safely participate in that aspect Prize.
50. In order to participate in this Promotion and/or the activities which may be awarded as part of the Prize, the winner (and their guest/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity.
51. It is the entrant's responsibility to ensure that they (and their guest/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion, any Challenge and/or undertake the activities awarded as part of the Prize.
52. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
53. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
54. To the full extent permitted by the law the Promoter and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any entrant in connection with the Promotion or the Prize, including:
  - a) any indirect, economic or consequential loss or loss of profits;
  - b) any loss arising from the negligence of a Relevant Party; and
  - c) any liability for personal injury or death.
55. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness

or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion (subject to any direction given under the relevant State/Territory permit regulations).

56. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The winner and guest must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner and guest agree to be bound by such terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
57. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
  - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
  - c) 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 or entrants' details.
58. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
59. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
60. These Terms and Conditions are governed by the laws of NSW. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of NSW
61. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments (subject to the approval of the authorities that have issued permits for the conduct of the Promotion).
62. Except for the 'Entry Material, all entries become the property of the Promoter.

#### **PRIVACY**

63. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants' personal information will be collected, used, and disclosed as set out in the Pennant Hills Market Place Privacy Notice for this Promotion [www.pennanthillsmarketplace.com.au](http://www.pennanthillsmarketplace.com.au)
64. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their express consent for their details to be provided to the Promoter and any of the Related Parties and to be contacted by the Promoter or any of the Related Parties in relation to this Promotion.