

TERMS & CONDITIONS

THE BROADWAY PLAZA | MASSAGE CHAIR & PAMPER PACK MOTHER'S DAY 2024

1. Introduction

1.1 This 'Massage Chair & Pamper Pack Mothers Day 2024'(Promotion) is conducted by Real Asset Management Pty Limited ACN 162 123 408 (Promoter).

1.2 These terms and conditions apply to all entries into and / or prizes awarded under the Promotion.

1.3 The laws of NSW apply to the conduct of the Promotion and the interpretation of these terms and conditions.

1.4 By submitting a physical entry or online entry into this Promotion, Entrants warrant that they have read, understand, accept and agree to be bound by these terms and conditions.

2 Duration

2.1 The Promotion runs from 9:00am, Wednesday May 1 2024, to Wednesday May 29 2024, concluding at 1:00pm.

3 Eligibility

3.1 The Promotion is only open to Australian residents (Entrant).

3.2 Directors, officers, management, suppliers and their employees (and the immediate families of directors, officers, management, suppliers and employees) of the Promoter and its related bodies are ineligible to enter the Promotion.

3.3 Retailers, store owners, managers and their employees (and the immediate families of directors, officers, management, suppliers and employees) at The Broadway Plaza are ineligible to enter the Promotion.

3.4 Partial lay-by receipts, bill payments such as the payment of credit card bills, bank transactions, bank fees and charges and service bills (such as gas, electricity, rates, and phone bills) along with Tobacco products and gift cards are not accepted as part of the promotion.

4 Method of entry

4.1 To enter, an Entrant must:

4.1.1 Spend a minimum of \$20 at participating The Broadway Plaza specialty retailers OR spend a minimum of \$50 or more at Woolworths The Broadway Plaza within the duration of the Promotion period; and

4.1.2 Collect and fill in an entry form available from participating retailers; and

4.1.3 Correctly complete the entry details including the Entrant's full name, email address, contact telephone number, postcode; and

4.1.4 Attach a valid receipt as proof of purchase and to confirm the amount spent;

4.1.5 Submit physical entry in the entry barrel at The Broadway Plaza; OR

- 4.1.6 Visit the online entry form at <https://thebroadwayplaza.com.au/mothers-may-2024/>; and
- 4.1.7 Correctly complete the entry details including the Entrant's full name, email address, contact telephone number, postcode; and
- 4.1.8 Upload a valid receipt as proof of purchase; and
- 4.1.9 Retain the physical copy of your receipt as proof of purchase.

4.2 The winner(s) is deemed to be the first person(s) drawn who meets the entry criteria set out in clause 4.1.

4.3 The Promoter does not accept responsibility for late, lost, or misdirected entry forms.

4.4 There is no limit on the total number of times an Entrant may enter the Promotion.

4.5 Duplicate receipts or duplicate physical and online entries will not be accepted.

4.6 Entrants will only be permitted to enter by submitting a single receipt which meets the minimum spend requirements.

4.7 The Promoter reserves the right to not accept entries that appear illegible, forged, mutilated, copied, or tampered with in any way.

4.8 Entrants may enter as many times as they like but only one prize will be awarded per person.

5 Draw

5.1 The first correct entry drawn on Wednesday May 29 2024 will be deemed the winner of the Major Prize. The Promoter's decision is final.

5.2 The next correct entries drawn will be deemed the winner of the Minor Prizes.

5.3 No further correspondence will be entered into.

6 Prizes

6.1 The total value of prizes for this Promotion is approx. \$TBA.

6.2 The Major Prize is a massage chair & pamper pack.

6.3 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 due to availability of products at the time of purchase.

6.4 The prizes are not transferable, redeemable, or exchangeable for cash.

6.5 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

6.6 All prizes are subject to the terms and conditions of the individual provider of the prize.

6.7 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.

7 Notification

7.1 The winner will be notified by telephone or email. The Promoter has up to 30 days to deliver the prizes from the prize pool.

8 Prize collection

8.1 The winner must collect the prize(s) from The Broadway Plaza. The winner will be notified by phone or email when the prize(s) are ready for collection. The Promoter reserves the right to request winners to provide proof of identity.

8.2 Prize(s) must be collected within seven (7) days of notification. If for any reason a winner does not collect a prize by the time stipulated, then the prize will be forfeited.

8.3 The prize is a large item. The winner will need to organise the safe collection of the prize. The Promoter is not responsible for any damage or loss incurred during the collection or transportation of the prize(s).

9 Publicity Materials

9.1 By entering this Promotion, Entrants accept that their name may be made public. A picture, along with the winner's name, may be requested for publication on Social Media platforms as part of the Promotion. You agree to your name and picture being published as a condition of entry into this Promotion.

10 Disclaimer

10.1 Photographs used in the Promotion are for illustrative purposes only and may not be to scale or depict exact prize detail or size.

10.2 By entering the Promotion, you acknowledge that these terms and conditions provide adequate warning of eligibility requirements, alternative prize arrangements and afford a reasonable opportunity for you to seek your own independent legal advice prior to taking any prize.

10.3 The Promoter accepts no responsibility for any prize once it has been collected by the winner.

10.4 The Promoter accepts no responsibility for lost, late or illegible receipts.

10.5 To the extent permitted by law, including pursuant to schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Promoter and its associated subsidiaries, employees, advisers, agents, and related bodies corporate shall not be liable for any loss or damage of whatsoever nature however occasioned to any person by, through or in connection with the Promotion (including but not limited to direct, indirect, or consequential loss or damage or personal injury).

10.6 The prize winner must, on demand, indemnify and keep indemnified, the Promoter, its subsidiaries, agencies, employees, advisers, agents and companies against all claims, losses, damages, costs, and expenses reasonably or lawfully suffered or incurred by the Promoter by reason of any loss, damage or injury incurred by the Promoter arising out of this Promotion.

10.7 Prizes may be provided outside of their original packaging due to security and display purposes.

10.8 Prizes may be assembled or disassembled due to display or security purposes.

10.8.1 The winner acknowledges and agrees that if the prize requires disassembly for display or security purposes, they are responsible for reassembling the prize correctly upon receipt.

10.8.2 The winner must ensure that all components are properly assembled, tightened, and inspected for correct installation prior to use. This includes verifying that all nuts, bolts, and fasteners are securely tightened to the manufacturer's specifications. Additionally, the winner must check for any signs of damage or defects that may affect the proper functioning of the prize. It is the responsibility of the winner to address any issues or concerns regarding the assembly and tightness of components to ensure safe and effective use of the prize.

10.8.3 Failure to properly reassemble the prize may result in voiding of any warranties or disqualification from receiving further assistance.

10.9 Original packaging may be modified due to display or security purposes.

10.10 This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Meta or Google.

10.11 The Promoter explicitly disclaims any responsibility or liability for the warranties, guarantees, or any representations made by the manufacturers or suppliers of the prize. The winner acknowledges that any issues or disputes regarding the product warranties of the prize must be addressed directly with the relevant manufacturer or supplier, and the Promoter shall not be involved in any such matters. This clause serves to clarify that the Promoter does not provide or imply any warranties or guarantees with respect to the prize and shall not be held liable for any defects, damages, or failures of the prize's quality or performance.

10.12 The winner acknowledges that additional terms and conditions may apply when redeeming third-party gift cards, such as those issued by stores or retailers.

10.12.1 The winner agrees to comply with any terms and conditions imposed by the issuer of such gift cards, including but not limited to expiry dates, usage restrictions, and redemption processes.

10.12.2 The Promoter shall not be responsible for any disputes arising from the use or redemption of third-party gift cards, and any such disputes must be resolved directly with the issuer of the gift card. It is the responsibility of the recipient to review and understand the terms and conditions associated with the use of third-party gift cards before redemption.

11 Termination of Promotion

11.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time with or without notice and without liability to any Entrant or other person, subject to applicable laws.

12 Decisions Final

12.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.

12.2 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.

12.3 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.

13 Personal information and privacy

13.1 Under the Privacy Act 1988 the Promoter must tell an Entrant when it collects personal information about them and how it will use it. If the Entrant chooses to enter or take part in this competition, the Entrant will be required to provide information about themselves.

13.2 The personal information supplied by Entrants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter in various ways, including but not limited to public marketing and promotional material. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988. Subject to the provisions of the Privacy Act 1988, Entrants may have access to any personal information held by the Promoter by contacting the Centre Management Office.

13.3 The Entrant acknowledges that any personal information provided by the Entrant is not sensitive information.

13.4 If the Entrant wishes to access, update or correct the Entrant's personal information, the Entrant may do so by providing the Promoter with written notice. If an Entrant prefers that the Promoter not use their details and/or retain their details, please contact the Promoter.

13.5 All Entrants have a right to access most personal information which the Promoter holds about them. The Promoter may deny any request for access in some circumstances.

13.6 The Promoter reserves all rights to amend these Terms & Conditions of this Promotion at any time, with or without providing notice and within its complete discretion at any time.