Terms and Conditions

- 1. The Shop and Win (Promotion) commences at 9am (local time) on 19th November 2021 and concludes at 5pm (local time) on 5th December 2021 (Promotion Period).
- 2. The Promotion is promoted by Moana Heights Shopping Centre, 50 Babbacombe Drive, Moana Heights SA 5169, (Promoter)
- 3. All entrants will be subject to, and will need to adhere to, the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

Prize & Prize Value

The Promotion prize has a total value of \$1,000 and consists of the following:
a. Five (5) \$200 Moana Heights Gift Cards awarded to 5 individual winners.

How to Enter

- 5. To enter the Promotion, entrants must, during the Promotion Period:
- 6. Spend \$40 at Moana Heights Foodland or \$10 at any one of the Moana Heights specialty stores, in one purchase (A purchase does not include SA Lotteries, Tobacco or Tobacco related products, Layby or part payments, bill or account payments or prescriptions/pharmaceutical scripts), Scan the QR Code & complete an official entry form for the Promotion (Entry Form);
- 7. Correctly and completely fill out the Entry Form and submit it via the website;
- 8. Entry Forms that are not in accordance with these terms and conditions are invalid.

General Terms and Conditions

- 9. Entrants are only entitled to one (1) Entry Form per spend, entrants may enter as many times as they like throughout the promotional period.
- 10. The draw will be drawn by the Promoter or persons nominated by the Promoter at 10.30am (local time) on 6th December 2021. The winners will be notified by phone by 5pm (local time) on 6th December 2021.
- 11. The first valid 5 (five) Entry Forms drawn from the Draw will be deemed the winner.
- 12. The winning Entry drawn from the Draw must conform to all terms and conditions. No responsibility will be accepted for late, lost, incomplete or misdirected Entry Forms. Entry Forms which contain incorrect contact details shall be deemed invalid. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these terms and conditions, tampers with the entry process or engaged in unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter reserves the right to cancel, terminate, modify or suspend the promotion subject to the approval of the gaming authorities where required. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
- 13. If for any reason this competition is not capable of running as planned including infection by computer virus, bugs, tampering with entry forms, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion, then it will be suspended subject to the approval gaming authorities in South Australia where required.
- 14. Any decision made by Centre Management at Moana Heights Shopping Centre in respect of the Promotion is final and no correspondence will be entered into
- 15. The Winners do not need to be present at the Draws. The five (5) winners drawn will have their name published on moanaheights.com.au.
- 16. The Winner must claim their prize from Foodland Moana Heights, Monday to Friday 9am to 5pm within 3 months of the Draw date.
- 17. If the Winner does not claim their prize within three (3) months of the Draw, the Winner will no longer be entitled to the Prize.
- 18. If the Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
- 19. Proof of identity will be required to claim the Prize.
- 20. If the Winner is under 18 years of age, the Prize will be awarded to the Winner's nominated parent/guardian upon presentation of photo identification on the Winner's behalf. The parent/guardian shall be deemed the Winner for the purposes of these terms and conditions.
- 21. By entering the Promotion, the entrants hereby give Moana Heights Shopping Centre and the Promoter authority to publicly announce their name (should they be the Winner) at the time of the Draw and at any stage thereafter.
- 22. The Promotion is open to all South Australian residents except employees, contractors, agents of Moana Heights Shopping Centre, sponsors of the Promotion and their immediate families; employees of Moana Heights Shopping Centre or related body corporate and their immediate families; tenants in Moana Heights Shopping Centre and their immediate families; the staff of tenants in Moana Heights Shopping Centre and their immediate families; the contractors of tenants in Moana Heights Shopping Centre and their immediate families; the proprietors and staff of companies involved in the production, publishing and administration of the Promotion and their immediate families. Immediate families mean parents, siblings, spouse, children and grandparents. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
- 23. All participants under the age of 18 must have prior consent from their parent or guardian before entering the Promotion and must be able to provide evidence of such consent on request.
- 24. By participating in the Promotion, entrants agree that the Promoter may use information provided on Entry Forms or in connection with claiming the Prize in accordance with Moana Heights Shopping Centre Privacy Policy. A copy of the Privacy Policy is available on request and the entrant agrees to the content.
- 25. The Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions and those of the prizes.
- 26. The warranty on the goods and services obtained as a result of the Promotion remains the sole responsibility of the supplier/service provider of the Prize
- 27. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for personal injury suffered or sustained, as a result of the Promotion or in connection with a Prize.
- 28. The Promoter shall not be liable to replace the Prize should it be lost, stolen or damaged.
- 29. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
- 30. The Promotion is not valid in conjunction with any other offer.