

## PRAN CENTRAL

### "PRAN CENTRAL'S CHRISTMAS GIVEAWAY" PROMOTION

#### TERMS AND CONDITIONS

1. Information on how to win form part of these Terms and Conditions. Participation in this "Pran Central's weekly Prize Competition ("**Promotion**") is deemed acceptance of these Terms and Conditions.

#### ELIGIBILITY

2. Subject to condition 3, this Promotion is open to Victorian residents 18 years and older.

3. The following are ineligible: (i) employees of Precision Group or any of the tenants or retailers in the Participating Centre or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions (iv) employees of Pran Central's retailers and tenants (v) any person who has already won a prize from the current promotion.

#### PROMOTION PERIOD

4. This Promotion commences at Pran Central at **9:00am** AEST on **Monday 22 November 2021** and ends at **3:00pm** AEST on **Friday 24 December 2021**. ("Promotion Period") or until 1,000 \$2 'Instant Scratch-Its' scratch cards have been distributed, whichever comes first. (**Promotional Period**). At all times throughout the Terms and Conditions will be based on AEST.

#### HOW TO ENTER

To be eligible to win the prize the entrant must, during the Promotion Period, undertake the following steps:

5. To enter this Promotion, customers must, within the Promotional Period spend \$50 or more in any one single transaction at a participating Pran Central Specialty Store (Qualifying Transaction) within Pran Central Shopping Centre where the customer will receive a \$2 'Instant Scratch-Its' scratch card. If the customer does not receive any 'winnings' from the \$2 'Instant Scratch-Its' scratch card the customer is eligible to enter in the minor and major prizes outline within the Terms & Conditions. It is the customer's responsibility to request an instant 'Instant Scratch-Its' scratch card if one is not provided at the time of completing the Qualifying Transaction.

Participating Pran Central Speciality stores include: Wittner Shoes; Cue; Sportsgirl; U Pharmacy; Veronika Maine; Therapy Zone; Laser Clinics Australia; Greene Street Juice Co; Optus World; Specsavers; Red Square; The Beauty & Brow Parlour; QQ Haircut Express and EB Games.

6. a) Customers who qualify for the 'Prize Draw' entry must during the Promotional Period, complete their entry in accordance with the instructions provided on the promotional material, via QR Code. To enter, eligible individuals must, during the Promotion Period, visit [[www.prancentral.com.au/pran-central-christmas-giveaway](http://www.prancentral.com.au/pran-central-christmas-giveaway)] follow the prompts to the Promotion entry page, input the requested details and submit the fully completed entry

form. Entrants are required to fill in all details including 'Scratch-its' validation code and a photo of the speciality store receipt. It is a condition of entering the Promotion that Entrants agree for their personal information to be added to the Pran Central Shopping Centre database and to be used in accordance with the purposes set out in these Terms and Conditions.

b) Visit the web site and fill in (your) the Entrant's details.

c) The Entrants must retain their receipt from their Qualifying Transaction and the 'Instant Scratch-Its' scratch card, as proof of purchase and eligibility and they will be required to validate all weekly prize wins and the Major Prize Draw prize win. A valid receipt and 'Instant Scratch-Its' scratch card must be presented to Centre Management to claim your prize.

### **LIMITS ON ENTRY**

7. Multiple entries are permitted per person; however, each entry must be substantially **unique** and submitted separately and in accordance with entry requirements.

### **PRIZING**

8. a) There is 1 (one) major prize to be won as well as 7 (seven) \$100 vouchers available in total to be won throughout. Each week there will be at least one voucher to give away and the promoter reserves the right to determine the prize for the week between 22 November – 24 December 2021.

Prizes include:

- **Major Prize**

Kaya Health Club – 3-month dual membership valued at \$663

- **Minor prizes**

- U-Pharmacy - \$100 gift Voucher
- Laser Clinics Australia – \$100 gift voucher
- Cue - \$100 gift voucher
- Veronika Maine - \$100 gift voucher
- Wittner Shoes - \$100 gift voucher
- Sportsgirl - \$100 gift voucher
- Therapy Zone - \$100 gift voucher

b) Prizes must be taken as stated and cannot be varied. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash or sold. Any ancillary costs associated with redeeming a gift card/voucher are not included. Redemption of a gift card/voucher is subject to any Terms and Conditions of the issuer including those specified on the gift card/voucher.

c) Any complaints about goods or services purchased with a voucher must be resolved directly with the business from which the goods or services were provided purchased.

d) Unless otherwise advised, prizes will be available for redemption from the relevant retailer.

e) All eligible entries received during the Promotional Period will be entered into the weekly Prize Draw. No responsibility will be taken for entries lost, delayed, or not completed.

f) The weekly voucher 'Minor Prize' Draws occurs at **noon (12pm) each Friday** (except the final week where the **winner will be drawn at 3pm on Thursday 24 December 2021**). The first weekly prize draw will occur on the 26 November 2021 and the final weekly prize draw on Thursday 24 December 2021. The winners each week will be notified by telephone and email on the same day as the draw. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entry. Printing and other quality control errors will not invalidate an otherwise valid prize claim.

g) Winners must collect their prize from Pran Central Shopping Centre's Centre Management, 325 Chapel Street Prahran, 3181 between **10am to 4pm Monday to Friday** following the winner's announcement each week. Winners will be announced each Friday except for the week commencing 20 December where the weekly prize and major prize will be announced **24 December 2021 at 3.00pm**.

h) Entry into the 'Major Prize' Draw ends at 3.00pm on Friday 24 December 2021. The Major Prize Draw will take place at Pran Central Shopping Centre, Centre Management Office at 3pm on 24th December 2021. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entry. Printing and other quality control errors will not invalidate an otherwise valid prize claim. The winner will be notified by telephone and email within fourteen (14) days of the draw and their name will be published on the on the Promoter's website ([www.prancentral.com.au](http://www.prancentral.com.au)) from Friday 31 December 2021 until Sunday 30 January 2022. The winner of the major package must collect their prize from Pran Central Centre Management, 325 Chapel Street Prahran, 3181 between **10am to 4pm Monday to Friday** following the winner's announcement. The winner must provide ID at time of collection.

i) A draw for the 'Major Prize' Draw, if unclaimed, may take place on Thursday 31 March 2022 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw and their name will be published on the on the Promoter's website ([www.prancentral.com.au](http://www.prancentral.com.au)) from a period of 30days.

## **GENERAL**

9. a). The major prize winner will be contacted be via phone and email on the Friday 24 December 2021 following the end of the promotion. The Promoter reserves the right at any time, to verify the validity of entry and to disqualify any winner who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

b). The weekly voucher winners will be notified by phone and email each Friday the weekly promotional draws occur.

10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by

the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Incomplete, indecipherable, or illegible entries will be deemed invalid.

12. 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.

13. The Promoter's decision is final, and no correspondence will be entered into.

14. If the winner of the prize is under the age of 18 years, the prize(s) will be awarded to the winner's nominated parent or guardian on the winner's behalf.

15. If for any reason the winner does not take or claim the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

16. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.

17. The total prize pool value is **AU \$1,363.00**.

18. Prizes, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

19. Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments, recordings and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

(a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication.

(b) their Content shall not contain viruses or cause injury or harm to any person or entity.

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content.

(d) the Content is the original work of the Entrant, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party.

(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms.

20. As a condition of entering this Promotion, each Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

21. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

22. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) subject to any written directions from a regulatory authority to modify, to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

23. Any cost associated with accessing [www.prancentral.com.au/pran-central-christmas-giveaway](http://www.prancentral.com.au/pran-central-christmas-giveaway). The Entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any winner; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment

malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or Entrant; or (g) use of **a/the** prize.

## **PRIVACY**

27. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required to the regulatory authorities. Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its their respective Privacy Policy, which can be viewed at <http://bit.ly/PrecisionPrivacyPolicy>. The Privacy Policy contains information about how Entrants may opt out, access, update or correct their personal information, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. In addition to any use that may be outlined in the Privacy Policy, by entering this Promotion, Entrants also agree to be subscribed to the email database of the Promoter, and to receive future communications from the Promoter via email and/or SMS. All entries become the property of the Promoter. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.

28. The "Promoter" is Pran Central Shopping Centre Pty Ltd (ABN 82 426 543 542) 325 Chapel Street, Prahran, 3181 Telephone: (03) 9516 6000

## **FACEBOOK & INSTAGRAM**

29. Entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the **Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php) OR Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>**

30. This Promotion is in no way sponsored, endorsed or administered by, or associated with, **Facebook OR Instagram**. Entrants understand that they are providing their information to the Promoter and not to **Facebook OR Instagram**. The information an Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to **Facebook OR Instagram**.

**Facebook OR Instagram** will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.