

TERMS AND CONDITIONS

Shop to Win (“Competition”)

General

1. The Competition is being conducted by The City of Norwood Payneham & St Peters, 175 The Parade, Norwood SA 5067 (ABN 11390194824) (“Promoter”). SA Licence Number T24/524
2. The Competition commences on Monday 6 May 2024 at 9:00am and closes on Sunday 16 June 2024 at 11:59pm (“Closing Date and Time”). All Competition entries must be received by the Promoter within the period of the Competition and prior to the Closing Date and Time. Entries received after the Closing Date and Time will not be accepted.
3. Entry into the Competition is deemed as agreement to and acceptance of these Terms and Conditions.
4. In the event that any inconsistency is identified or asserted between these Terms and Conditions and anything else that refers to or purports to be relevant to the Competition, these Terms and Conditions will prevail.

Eligibility

5. The Competition is open to all South Australian residents 18 years of age or older, with the exception of elected members, officers or employees of the Promoter and their immediate families.
6. The staff and employees and immediate families of the providers (“Supplier/s”) of the First and Second Prizes (Jarvis Ford, Sequoia Lodge and Prancing Horse Drive Experiences Pty Ltd, respectively) are ineligible to participate in the Competition.

Entering

7. To enter the Competition, entrants must spend \$25.00 or more in a single transaction at any participating business within The Norwood Parade Precinct, during the period of the Competition. Entrants must then visit www.theparadenorwood.com to submit their entry by completing the online entry form and in doing so must complete all required fields (‘the Entrant’).

8. A participating business means any business and/or service provider within The Norwood Parade Precinct between Portrush Road and Fullarton Road. [For a full list of participating businesses, cafés or food outlets go to www.theparadenorwood.com].
9. There is no limit to the number of entries an Entrant may submit, but only one entry may be submitted per single transaction. A copy of the transaction or receipt will be required as proof of purchase and must be retained by the Entrant and provided to the Promoter upon request.
10. The Promoter reserves the right to verify the validity of all entries and to disqualify any Entrant for failing to comply with any of these Competition Terms and Conditions or for tampering with the entry process, including but not limited to the utilisation of techniques designed to make multiple entries with a single purchase or for submitting an entry which is not in accordance with these Competition Terms and Conditions.

Prizes

11. The First Prize provided by *Javis Ford*, means a Ford Puma ST line (model year 2023.75) 1.0L Petrol 7 Speed Automatic in colour “Magnetic”, stamp duty and 12 months registration included. The total First Prize value is \$35,200 (incl. GST).
12. The Second Prize provided by *Sequoia Lodge & Prancing Horse Drive Experiences Pty Ltd*, means a 3-night Sequoia stay with all-inclusive package and prancing Horse Luxury Driving Experience. The total Second Prize value is \$10,587.00 (Incl. GST).
13. The Weekly Prize means, for the duration of the Competition, 2 x \$100 Parade Gift Cards to be drawn each week, amounting to total of 12 gift cards.
14. All prizes are non-transferable and are not redeemable for cash or any other form of monetary payment.
15. If the First Prize is not available to Jarvis Ford, Jarvis Ford will provide a compensatory prize to the same value in negotiation with the

Winner. Extensions, alterations and upgrades to the First Prize are subject to availability and at the Winner's own expense

16. The winner of the Second Prize (the Second Winner) will select a stay period during October/November 2024 or March/April 2025 that aligns with the availability of the luxury driving experience. If these dates are not suitable, negotiations as to an alternative will occur between the Second Winner and Sequoia Loge Management and Prancing Horse Drive Experiences Pty Ltd. Extensions, alterations and upgrades to the Second Prize are subject to availability and at the Winner's own expense.

Draw

17. The Weekly Prize will be drawn at 12.00 noon on Thursday of each week that the competition runs (weeks commencing 16/5/24, 23/5/24, 30/5/24, 6/6/24, 13/6/24 and 20/6/24) and will be in respect of the previous Monday to Sunday period. The draw will take place at the Norwood Town Hall, 175 The Parade, Norwood SA 5067, using www.random.org. Each entry will be assigned a number at random and selected at random via the website.

18. Each Weekly Prize winner will be contacted via phone and email on the date of the particular draw. Each Weekly Prize winner will have 5 days to respond (being until 5.00pm on the Tuesday following the draw). If there has not been a response by this deadline, the prize will be forfeited without compensation. Any unclaimed Weekly Prize will be redrawn on 20 June 2024 for an Alternate Winner/s. If Alternate Winner/s do not respond within 5 days of being notified as the Alternate Winner, the prize will be forfeited and permanently withdrawn without compensation.

19. A Weekly Prize Winner remains eligible to win any number of Weekly Prizes and will remain in the draw for each of the First and Second Prizes. However, the winner of the First Prize is not eligible to win the Second Prize, with the First Prize winner to be drawn prior to the drawing of the Second Prize winner.

20. The First and Second Prizes will be drawn at 12.00 noon on Thursday 20 June 2024 at the Norwood Town Hall, 175 The Parade, Norwood SA 5067. The Prizes will be drawn at random in the presence of a Justice of the Peace using www.random.org. Each entry will

be assigned a number in order of date and time of entry.

21. Only one Entrant shall receive the First Prize ("First Winner") and only one Entrant will receive the Second Prize (Second Winner). The First Winner and Second Winner will be contacted by telephone and email in the first instance on the date of the draws and notified in writing (via post) within five (5) working days of the draw. The Winners will be published on The Parade website www.theparadenorwood.com by Monday 24 June 2024 for a period of not less than 30 days.

22. If a First/Second Winner fails to claim their Prize in accordance with these Competition Terms and Conditions, their Prize is forfeited without compensation. The First Prize Winner must contact Mark Lambert at Jarvis Ford via email on mark@jarviscars.com.au or telephone on (08) 8409 9224 within fourteen (14) business days of being notified as being the Winner to arrange for the collection/receipt of the prize. The Second Prize Winner must contact Parth Tantry at Sequoia Lodge via email on parth.tantry@sequoialodge.com.au within fourteen (14) business days of being notified as being the Second Winner to arrange the next steps/receipt of the prize.

23. If the First Winner and/or the Second Winner, do not answer the phone call, or call back or respond to the email after fourteen (14) days from the date of the draw, they will forfeit their prize without any compensation. An unclaimed prize draw will then occur at the same location, in front of a Justice of the Peace, using the same random number generator from all non-winning entries at midday on Wednesday 5 July 2024. The new Winner(s) will be notified by both telephone and email on the same day as the draw and separately in writing within five (5) days of the draw. The unclaimed prize draw Winner/s will be published on The Parade website www.theparadenorwood.com by Friday 7 July 2024 for a period of not less than 30 days. If the new Winner(s) does/do not claim their prize in accordance with these Competition Terms and Conditions the prize is forfeited without compensation and no further prize draws will occur.

Promotional material

24. As a condition of entering this Competition the Entrant agrees that, in the event they are a Winner, they provide unconditional consent to

the Promoter and the Supplier using their name, image and photographs for publicity and promotional purposes, without compensation and they also agree that the Promoter will own the copyright of such images and photographs and in all material incorporating the photographs for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Supplier.

25. As a condition of entering this Competition the Entrant agrees that, in the event they are a Winner, they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and/or the Supplier.

26. By filling out an online entry form the Entrant consents to having the information on the entry form stored, retained and used by the Promoter and/or the Supplier.

General

27. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the result of the Competition.

28. To the extent permitted by law, the Promoter shall not be liable and excludes all liability for any loss, damage, injury or death (including but not limited to indirect or consequential loss) suffered or sustained by any person whether caused directly or indirectly by any act or omission of the Promoter or its servants or agents in connection with the Competition or the Prize.

29. The Promoter is not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

30. The Promoter reserves the right to substitute any Prize in whole (or any of its

components), with another prize of equal or greater value.

31. The Promoter is not responsible for any tax implications which may arise from the Prize winnings.

32. The Promoter is not responsible for 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. The Promoter is not responsible for any problems or technical malfunctions of any telephone network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Competition or the downloading of any materials relating to the Competition.

33. If for any reason this Competition is not capable of running as planned; whether caused by infection of computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorized intervention, fraud, technical failures, pandemic, declaration of a major emergency by the South Australian Government, or any other cause beyond the control of the Promoter that corrupts or affects the administration, security, fairness or integrity of the Competition, subject to any written direction from any State Authority, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition without any liability to any Entrant.

34. The Promoter reserves the right in its sole discretion to disqualify any Entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of this Competition. The Promoter's legal rights to recover damages or other competition from such an offender are reserved.

35. If any term of these Terms and Conditions is or becomes void or unenforceable at law or in equity by reason of any illegality, ambiguity or otherwise then so far as may be reasonably possible, that term shall be severed from these Terms and Conditions,

which shall otherwise continue in full force and effect.

36. All rights under these Terms and Conditions are in addition to and do not abrogate, limit or reduce any other rights that a party may have.
37. The Competition is governed by the laws of South Australia and the Commonwealth of Australia and any proceeding brought in

relation to the Competition and these Terms and Conditions are to be instituted within the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry.

38. Paragraphs 30, 31, 33, 34, 35 and 38 survive termination or expiration of these Terms and Conditions.