

Terms and Conditions

Park Beach Plaza Valentine's Day Giveaway

1. The Valentine's Day Giveaway commences at 08:00am (local time) on Monday 3rd February and concludes at 5.30pm (local time) on Sunday 16th February 2025 (Promotion Period).
2. The Promotion is promoted by HA Bachrach Nom Pty Ltd trading as Park Beach Plaza, ABN13 690 993 695, 253 Pacific Highway, Coffs Harbour, NSW 2450.
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.

How to Enter

To enter the Promotion, entrants must, during the Promotion Period:

1. Take a photograph of themselves and loved one in front of the Valentine's Display located in the promotion Court in Park Beach Plaza.
2. Scan the QR code on the poster located next to the display or visit www.valentinesdayparkbeachplaza.com.au and complete and submit the online entry form. Entrants must upload the photograph along with form submission to be eligible for an entry into the prize draw.

Details of Prize

Prize

- Dinner for two at Brooklyn's Burger Bar - valued at \$200
- City Cave Complete Wellness Experience for two. (Float, Infrared Sauna & 45min Massage) - valued at \$368
- TerryWhite Chemmart Gift Packs x 2 - valued at \$400
- Bottle of Veuve Clicquot from BWS - valued at \$98
- Antipasto basket from Woolworths - valued at \$100

Conditions of Entry

1. Entrants must upload the photograph taken in front of the Valentines Display with their loved one. Your loved one can be your partner, best friend, sibling or anyone you adore.
2. One entry per customer.
3. Entrants must be 18 years of age or over.
4. Entrants photograph may be used in Park Beach Plaza's digital marketing channels, including Newsletters and social media.
5. Entrants must be local to the Coffs Coast area and be able to accept the prize in person.

General Terms and Conditions

1. The prize winner will be drawn at 11:00am AEST, Monday 17th February 2025 at Park Beach Plaza Centre Management Office, 253 Pacific Highway, Coffs Harbour NSW, 2450.
2. Winner will be notified by phone and in writing within 2 business days of the draw taking place. Winner will also be posted on The Park Beach Plaza Facebook/Instagram page. <https://www.facebook.com/parkbeachplaza>
<https://www.instagram.com/parkbeachplaza>.
3. Entries received after the Promotion Period will not be accepted as entry into the Promotion.
4. Prize can be collected from Centre Management on arranged day and time.
5. No responsibility is accepted for late, misdirected, or forged entries. Entries which contain incorrect contact details shall be deemed invalid.
6. Entries forged or tampered with in any way will not be eligible for prize redemption.
7. The Promotion is open to all permanent Coffs Coast residents, except management and employees of HA Bachrach Nom Pty Limited and their immediate families; staff of sponsors of the Promotion; tenants in Park Beach Plaza and their immediate families; the staff of tenants in Park Beach Plaza and their immediate families; and the proprietors and staff of companies involved in the production, publishing, and administration of this Promotion. Immediate families mean parents, siblings, spouse, and children. Tenant means lessees, licensees and, in the case of a corporation, includes their directors.
8. The Promoter reserves the right, at any time and in their sole discretion, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions, who tampers with the entry process, or 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. The Prizes are not transferable, refundable, exchangeable, or redeemable for cash or kind and must be taken as offered and are subject to terms and conditions.
10. 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 statutory requirements.
11. Entrants can only enter in their own name. The Promoter reserves the right to request the Winner to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction at their sole discretion) in order to confirm a Winner's identity, age, residential or email address, eligibility to enter and claim a Prize and any information submitted by the Winner in entering the Promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or their nominated agent) or the winning entry has not been verified or

validated to the Promoter's satisfaction within the time requested, that Winner's entry will become invalid.

12. The Winners acknowledge and agree that the Promoter may publish or cause to be published the Winner's names and locality in any media as required under the relevant lottery legislation.
13. If a Winner accepts the applicable Prize, the Winner agrees to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoters and their agents, and the Promoters reserve the right to use the Winner's name and photograph for marketing and publicity purposes in any media for an unlimited period of time without remuneration or compensation.
14. By entering the Promotion, each entrant consents to the disclosure of personal information they have submitted in entering the Promotion or in connection with claiming a Prize to Park Beach Plaza shopping centre. Any personal information can be added to and used for databases and future mail outs or emails of a promotional nature only.
15. All entries and any copyright subsisting in the entries become and remain the property of the Promoters.
16. By participating in the Promotion, each entrant acknowledges and agrees that
 - A. the Promoters collect personal information about entrants for the purposes of:
 1. Including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and
 2. Enabling the Promoters to use the information to assist the Promoters in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future; and
 - B. the Promoter may share entrants' personal information with Australian related companies or promotional partners who may contact entrants with special offers and by entering the Promotion, each entrant agrees that the Promoters may use entrants' personal information in this manner.
17. Entrants can gain access to, update or correct any personal information by contacting the Promoter. All personal information will be stored at the offices of the Promoters. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoters or by visiting <http://www.parkbeachplaza.com.au>. The privacy statement may be updated from time to time. Entrants can request to be unsubscribed or removed from any database at any time by contacting the Promoters.
18. The Promoter (including 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.

19. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoters.
20. If all or any part of any term or condition contained in these terms and conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these terms and conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.
21. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of the relevant regulatory authorities where required.
22. The warranty on the goods and services obtained as a result of this Promotion remains the sole responsibility of the manufacturer/supplier of the Prize.
23. This Promotion is not valid in conjunction with any other offer.
24. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regard to all prize warranty claims.
25. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or 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, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
26. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention,

technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.

27. Any attempt to cause malicious damage or interference with the Website or app, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
28. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

Further Information

For further information regarding the terms and conditions, please contact Park Beach Plaza via email enquiries@parkbeachplaza.com.au