



TERMS AND CONDITIONS

New Years Eve Prize Giveaway

Sunday 31 December 2023

1. INTRODUCTION

- 1.1 The Adelaide Central Market 'New Years Eve Prize Giveaway' promotion is operated by the Adelaide Central Market Authority (ACMA).
- 1.2 The Adelaide Central Market 'New Years Eve Prize Giveaway' is available from 7:00AM to 3:00PM Sunday 31 December 2023, or while stocks last.
- 2 These Terms and Conditions set out who can enter the promotion, how the promotion will be run and the circumstances in which the ACMA may withhold all or part of the prizes and/or disqualify you. By participating in the promotion, you agree to be bound by these Terms and Conditions and agree you will grant to the ACMA the right to use your name and/or image in publicity as set out below.
- 2.1 The ACMA reserve the right to cancel or amend these Terms and Conditions and/or the promotion at any time without prior notice to the extent that it is reasonably necessary. When you enter the promotion, you are deemed to accept the Terms and Conditions at the date you enter.
- 2.2 The ACMA reserve the right to disqualify you if the ACMA has reasonable grounds to believe that you have breached any of these Terms and Conditions, including the submission of an entry deemed to be inappropriate, illegal, or incomplete.

2 ELIGIBILITY

- 2.1 To enter the promotion you must:
 - (a) be resident of Australia
 - (b) be able to comply with all the Terms and Conditions.
- 2.2 You must not be an employee, immediate family member of, agent or a director of:
 - (a) the ACMA
 - (b) any stall holder of the Adelaide Central Market
- 2.3 You are only eligible to enter the competition once. No third-party entries, bulk entries or entries submitted by agents will be accepted, including children of participants.
- 2.4 The ACMA reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and prizes may be withheld until and unless the ACMA are satisfied with the verification.
- 2.3 To be eligible to obtain an Adelaide Central Market 'New Years Eve Prize Giveaway', the following is applicable:
 - 2.3.1 Spend \$75 in one or multiple transactions at Adelaide Central Market traders on Sunday 31 December 2023 from 7:00AM to 3:00PM.
 - 2.3.2 Included traders are listed at adelaidecentralmarket.com/traders-search (Central Market Plaza, Chinatown, UPark Central Market)
 - 2.3.3 Proof of purchase must be presented to The Market Stall (R17 - near Gouger St middle entrance) during the time of the promotion

3 PROMOTION ENTRY REQUIREMENTS

- 3.1 To enter the promotion, you need to comply with the entry requirements and follow the instructions set out.
- 3.2 The ACMA cannot be held responsible for or accept liability for any difficulties experienced in submitting required documentation as proof of purchase.
- 3.3 You consent to the ACMA using your name and/or image in publicity for the competition and in such promotional materials as the ACMA see fit whether now or in the future, anywhere in the world.

4 PRIZES

- 5.1 All participants of the promotion, if eligible, will receive one (1) prize (while stocks last)
- 5.2 200 prizes are on offer and will be drawn at random
- 5.3 There are no prize substitutions or cash alternatives, and the prizes are not transferable
- 5.5 Props are not included unless otherwise specified
- 5.6 In the event of the prize offered being unavailable, the ACMA holds the right to provide a substitute prize of equivalent value

5 FINAL DECISION

- 7.1 In all matters the ACMA's decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

6 LIMITATION OF LIABILITY

- 8.1 The ACMA cannot be held responsible for any costs incurred by you in entering the promotion (whether or not such entry is successful) or in relation to you taking part in the promotion.
- 8.2 For the avoidance of doubt, the ACMA will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the promotion for:
- (a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
 - (b) any loss of goodwill or reputation; or
 - (c) any special or indirect or consequential losses; however caused.
- 8.3 Nothing in these Terms and Conditions shall exclude or limit the ACMA's liability:
- (a) for death or personal injury resulting from negligence or a deliberate act or omission of the ACMA or any of the ACMA's officers, employees or agents;
 - (b) for fraudulent misrepresentation; or
 - (c) to the extent that such liability cannot by law be excluded or limited.
- 8.4 We will not be liable for any damages or losses as a result of failure by the ACMA to deliver any competition, the prize or any other prizes as a result of any circumstances outside of the ACMA's direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of telephone, data, mobile telephone or mobile data networks'

7 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS

- 9.1 You agree to fully indemnify the ACMA in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by the ACMA as a result of any breach by you of these Terms and Conditions.
- 9.2 Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

8 GOVERNING LAW

- 10.1 These Terms and Conditions are governed by and construed in accordance with Australian law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the Australian courts.

9 ENQUIRIES

- 11.1 For all enquiries, comments, feedback or further information please contact admin@adelaidecentralmarket.com. All questions, comments or complaints regarding the promotion should be directed to the ACMA and not via Twitter, Facebook or Instagram or other social or digital media.

10 PROMOTER

- 12.1 The Promoter is Adelaide Central Market Authority (ABN 54 824 264 891) 44-60 Gouger Street, Adelaide 5000.