



**Sign Up & Win This Christmas Promotion**  
**Terms and Conditions**

1. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the manager of Dianella Plaza, being Greenpool Management Co Pty Ltd ACN 646 523 122 of C/-: Dianella Plaza Shopping Centre, 366 Grand Promenade, Dianella WA 6059 (“**Promoter**”).
3. Entry is only open to WA residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Dianella Plaza Shopping Centre, tenants, and their employees (and their immediate families) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child, or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or first cousin.
5. This promotion will be conducted at the Dianella Plaza Shopping Centre, 366 Grand Promenade, Dianella WA 6059 (“**Centre**”).
6. The promotion commences on Monday 9<sup>th</sup> December 2024 at 9:00am (AWST) and ends on Wednesday 18<sup>th</sup> December 11.59pm (AWST)(“**Promotional Period**”) and the Promoter reserves the right to extend the promotion end date at any time (subject to regulatory approval).
7. To enter the **Promotion**, individuals must complete the following steps during the Promotional Period:
  - a. Complete the competition “Sign Up & Win” entry form on the Dianella Plaza website.
  - b. Entry forms must be completed in full, including name, contact phone number, email address and postcode.
  - c. Entrants must also select their favourite shopping category or categories from the list provided to complete their entry.
  - d. Entrants must also agree to subscribe to the Dianella Plaza emailing list using the check box on the entry form.
8. One form submission on the Dianella Plaza website competition page counts a single (1) entry.
9. One (1) entry is permitted per individual and unique email address.
10. Existing subscribers of the Dianella Plaza database are eligible to enter this competition in accordance with the entry terms listed above.
11. Entries submitted before or after the Promotional Period as per Section 6 will not be considered as a valid entry into the promotion.
12. 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 individual who the Promoter has reason to believe has breached any of these 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 may 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. 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 draw will take place at 366 Grand Promenade, Dianella, WA 6059 on Thursday, 19<sup>th</sup> December 10:00am (“**Draw**”). The Promoter will draw five (5) valid entries as winners (“**Winner/s**”) of the Prizes itemised in Section 17.
14. The first five (5) valid entries drawn will win vouchers from selected retailers from Dianella Plaza as itemised in Section 17.
15. Three (3) additional reserve entries (“**Reserve Winners**”) per Prize will be drawn and recorded in the order that they were drawn in case an invalid, ineligible, or uncontactable entrant is drawn. An entrant does not need to attend the Draw to win a prize.
16. Winners will be selected randomly using an appropriate randomisation program, formula, or method.
17. **Prizes:** Winners will receive one of five (5) prize packs consisting of vouchers and/or products from Dianella Plaza retailers, as described below:

<b>Prize Pack</b>	<b>Prize Description</b>	<b>Prize Value</b>	<b>Special/ Other Terms &amp; Conditions</b>
<b>1. Fresh Food Prize Pack (Total value \$350.00)</b>	Dianella Meats Gift Voucher	\$100.00	Terms & conditions as per retailer gift voucher T&Cs
	Dianella Seafood Market Voucher	\$100.00	Valid for produce up to value of gift voucher, only redeemable at Dianella Seafood Market.
	Dianella Fresh Gift Hamper	\$100.00	Products in gift hamper are non-exchangeable.
	Bakers Delight Dianella Voucher	\$50.00	Can only be used at Bakers Delight Dianella Plaza. Remaining balance can be carried forward for future purchases.
<b>2. Gifts Prize Pack (Total Value \$250.00)</b>	Nextra Gift Hamper	\$100.00	Products in gift hamper are non-exchangeable.
	Hello Corner Gift Voucher	\$50.00	Only redeemable at Hello Corner Gifts Dianella Plaza.
	Secret Blumen Gift Voucher	\$100.00	Only redeemable at Secret Blumen Dianella Plaza.
<b>3. Wellness &amp; Beauty Prize Pack (Total value \$200.00)</b>	VV Threading Gift Voucher	\$50.00	As per retailer gift voucher T&Cs
	Fancy Nails	\$100.00	Cannot be redeemed for cash, if voucher is lost or stolen no replacement available.
	VV Threading	\$50.00	This Gift Card can only be redeemed at Bakers Delight Dianella Plaza.
<b>4. Services Gift Pack (Total Value \$200.00)</b>	Car Care Handwash Dianella Gift Voucher	\$100.00	As per retailer gift voucher T&Cs.
	Fortune Mobile Gift Voucher	\$100.00	Cannot be redeemed for cash, if voucher is lost or stolen no replacement available, voucher is valid for one year from date of issue.
<b>5. Kids Gift Hamper</b>	Gift hamper with children’s products from The Reject Shop	\$150.00	Non-exchangeable. Appropriate care must be given in the use of products as per individual product warnings for children.

18. The Promoter will attempt to match Winners to their preferred category of Prize as indicated in the entry form (i.e. Wellness & Beauty, Fresh Food, etc.), but individual preferences are not guaranteed.
19. Winning entries will not be re-included in any later part of the prize draw.
20. The winner(s) will be notified by phone and/or email within one (1) business day of the Draw.
21. If a winner does not respond within 2 weeks of being notified that they have won the promotion, the Promoter will then select a reserve winner in order of the reserve draw and contact them by phone and/or email to notify they have won a Prize.
22. The winner's name/s will be available 28 days after closing date by emailing the following address: [info@dianellaplaza.com.au](mailto:info@dianellaplaza.com.au)
23. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
24. The Promoter's decision is final, and no correspondence will be entered into.
25. Redemption of the Prize, or any part of the Prize, is subject to the terms and conditions of the relevant issuer, i.e. the individual terms and conditions of each retailer.
26. Prepaid Dianella Plaza gift vouchers are only redeemable from the retailer specified on the gift voucher.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
28. The total prize pool is valued at \$1,150.00.
29. Prizes are to be collected after the Promotional Period ends and booked in advance with Dianella Plaza Centre Management, for collection from the Centre Management Office of 366 Grand Promenade, Dianella WA 6059.
30. Prize winners must present a copy of the winner confirmation email and valid photo identification (Driver's License, Proof of Age Card, etc.) on collection of the Prize.
31. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
32. 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 entrant; or
  - b. Subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate.
33. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
34. 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 WA, including the **Gaming and Wagering Commission Act 1987 Section 102** ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees, and agents) excludes 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.

35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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
  - f. use of a prize.
36. As a condition of accepting a Prize, each winner must sign any legal documentation as and in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
37. 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.
38. The Promoter collects personal information ("PI") to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at [www.dianellaplaza.com.au](http://www.dianellaplaza.com.au) In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
39. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Entry forms from any other Promotion cannot be used for this Promotion, and are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property.
40. The Promoter is not liable for any problems that you may experience with communications networks. You are responsible for your own costs associated with entering the Promotion.
41. If any winner chooses not to take their prize (or is unable to), or does not take a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize. The Schedule sets out details regarding Prize Draw arrangements and what will happen in the event that any prize is unclaimed.
42. The value of each prize is accurate and based upon the recommended retail value of the prize (inclusive of any applicable GST) at the date of preparing these Conditions of Entry. The Promoter accepts no responsibility for any variation in the value of the prize after that date for reasons outside the Promoter's control.
43. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute for the prize (or that portion of the prize) a prize of equal or greater value and/or specification, subject to any necessary approval by or from regulatory authorities. If the winner does not agree despite reasonable attempts by the Promoter to reach an agreement and the prize is not available due to circumstances beyond the Promoter's control, the Promoter may substitute the prize with another item or items which are reasonably determined by the Promoter to be of equal or higher value.

44. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of software or hardware issues, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, government directives, a pandemic, public health orders and the like, or any cause beyond the control of the Promoter, the Promoter may in its sole discretion (acting reasonably) cancel, terminate, modify or suspend the Promotion, disqualify any affected entries/entrants, or suspend or modify a prize, subject to any State or Territory regulation including the necessary approval by the relevant regulatory authority.
45. The Promoter, the Centre, owner/s and their associated agencies, related companies, officers, employees and contractors are not liable (including in negligence) for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered in connection with this Promotion or the use of any prize, except for:
  - a. any liability which under statute cannot be excluded; and
  - b. any liability which is caused by the negligent, reckless or intentional act or omission of the abovenamed parties.
46. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age, place of employment and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's reasonable discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
47. The Promoter accepts no responsibility for any tax implications arising from you winning a prize. Entrants should seek their own independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
48. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.