



Win a Valentine's Day Hair Makeover at Dianella Plaza!

Terms and Conditions

1. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the manager of The Dianella Plaza Shopping Centre, Greenpool Management Co Pty Ltd ACN 646 523 122 of C/o: 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"**) Friday, 7 February 2025, at 9:00 am (WST) and run until Thursday, 13 February, 11.59 pm (WST) (**"Promotional Period"**).
6. To enter, individuals must complete the entry form in full, which is available on Dianella Plaza's website or via the appropriate Facebook or Instagram ad. and requires one to:
 - a. Subscribe to the Dianella Plaza newsletter and fill out the form, including name, contact phone number and/or email address, and postcode.
 - b. Answer Question: What is your main reason for visiting? (Shopping, Dining, Groceries, Services, Entertainment, Other)
 - c. The winner is required to present an original proof of email verifying who the winner is to Dianella Plaza's Centre Management Office.
7. One single entry is permitted per sign-up on Dianela Plaza's website.
8. 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.
9. The draw will take place at 366 Grand Promenade, Dianella, WA 6059, Friday, 14th February 2025, at 9:00 am (**"Draw"**). The Promoter will draw five (5) additional reserve entries and record them in the order 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.
10. Winners will be selected randomly using an appropriate randomisation program, formula, or method.
11. The winner (s) will be notified by phone or email within one (1) business day of the Draw.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first valid entry drawn will win a voucher from Hair Collaborative at Dianella Plaza valued at \$200. Terms and Conditions for the voucher from the involved retailer apply to the winners.
14. If any prize (or part of any prize) with a prize to equal value and/or specification.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Prize to be collected after the promotional period ends and booked in advance with Centre Management at 366 Grand Promenade, Dianella WA 6059
17. 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.
18. 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.
19. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
20. 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 ("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.
21. 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.
22. 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 give a legal release and indemnity form.
23. 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.
24. 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 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.