

## Australian Venue Co

### COMPETITION TERMS AND CONDITIONS

#### Schedule to Conditions of Entry

<b>Promotion name</b>	Win a \$500 Pub and Bar Gift Card
<b>Promoter</b>	Australian Venue Company Address: Level 3, 616 St Kilda Road, Melbourne 3000 Phone: 1800 836 837
<b>Eligible States/ Territories/ Countries</b>	New South Wales, Northern Territory, Queensland, South Australia, and Western Australia
<b>Promotion Period</b>	9:00am Monday 28 <sup>th</sup> September 2020 – 5:00pm Monday 12 <sup>th</sup> October 2020
<b>Eligible entrants</b>	This promotion is open to persons residing within the Eligible States/Territories as listed above. An Eligible Entrant must be at least 18 years old. Directors, management and employees of the Promoter and their immediate family are not permitted to enter and are not Eligible Entrants.  Persons under the age of 18 are not permitted to enter and if a winner is discovered to be under the age of 18 (either at the time of entering or winning the draw) they will be automatically disqualified and are not an Eligible Entrant. In this instance a new winner will be drawn.
<b>The Prize</b>	\$500 digital Pub and Bar gift card from The Card Network. Which is redeemable for food and beverage at all venues listed here: <a href="https://card.gift/pages/the-pub-bar-card">https://card.gift/pages/the-pub-bar-card</a> .  The Prize must be used to purchase both food and beverages, the Prize must not be used solely for the purchase of alcoholic beverages.
<b>Total prize value</b>	\$7,500
<b>Total number of prizes</b>	15 gift cards of \$500 value each. One per venue. At the following 15 venues:  <b>New South Wales</b> Bungalow 8, The Rook, Beer DeLuxe Albury, Beer DeLuxe King Street Wharf  <b>Northern Territory</b> Smith Street Social  <b>Queensland</b> Riverland, Regatta, Reef Gateway Hotel, Hope Island, Darling & Co, Fridays  <b>South Australia</b> Payneham Tavern, Brighton Metro Hotel  <b>Western Australia</b> The Globe, The Guilford
<b>Method of entry</b>	To have a valid entry for the competition you will be required to:  <ol style="list-style-type: none"> <li>1. Tag someone (friend, family member) in the comments section of the post on Facebook or Instagram with the photo of the Card Network relating to this Promotion</li> <li>2. Follow @thecardnetwork on Instagram</li> <li>3. Fill in the competition entry form which will be located on the Venues website, as well as through a link in the bio on the Instagram and Facebook posts relating to this Promotion</li> </ol>
<b>Maximum number of entries</b>	Once per person, per venue

<b>Prize draw details</b>	<p>The winner of the Prize will be determined by a random draw from the entries received during the Promotion Period.</p> <p>The first valid entry drawn randomly from the entries received during the Promotion Period will win the Prize</p> <p>The draw will be held at the Australian Venue Co Head Office (Promoter's Address) on Tuesday 13<sup>th</sup> October 2020 at 10:00am</p>
<b>Notification of winners</b>	Winners will be notified via email and direct message on Facebook or Instagram within two days of determining the winner.
<b>Public announcement of winners</b>	<p>The name of the winner(s) of the prize will be published on the Australian Venue Co website: <a href="https://www.ausvenueco.com.au/blog/">https://www.ausvenueco.com.au/blog/</a> for a minimum of 28 days.</p> <p>The name of the winner of the Smith Street Social competition will also be published in the NT News newspaper</p>
<b>Claiming the Prize</b>	The Prize must be claimed by 10 November 2020. The winner must respond to the Promoter's initial email notification of winning the Prize and provide all details reasonably requested by the Promoter. The Prize will be in the form of a Digital gift card, that will be emailed to the winners nominated email address.
<b>Unclaimed prizes</b>	<p>If the prize has not been claimed by the date and time specified above or if the Promoter is unable to contact the winner after having made reasonable attempts to do so, the winner of the prize may be substituted by the Promoter via a second draw.</p> <p>The second draw will take place on Thursday 12<sup>th</sup> November at 10:00am at the Australian Venue Co head office (Promoter's Address) from the remaining entrants who have not yet won a prize. The winner(s) of the prize in the second draw will be informed via email and phone within two days of determining the winner.</p> <p>The name of the winner(s) of the prize will be published on the Australian Venue Co website: <a href="https://www.ausvenueco.com.au/blog/">https://www.ausvenueco.com.au/blog/</a> for a minimum of 28 days.</p> <p>The name of the winner of the Smith Street Social competition will also be published in the NT News newspaper</p>
<b>Prize award date</b>	The Prize will be awarded/paid to the winner within 7 working days of the draw.
<b>Permit reference</b>	<i>NSW: TP/00344 SA Lic No T20/1158</i>
<b>Collection of information</b>	The Promoter's privacy policy applies to the collection of entrants' personal information: <a href="https://www.ausvenueco.com.au/privacy-policy/">https://www.ausvenueco.com.au/privacy-policy/</a>

## Conditions of Entry

These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule above. By entering the Promotion, each entrant accepts and agrees to be bound by these Terms and Conditions. Where there is an inconsistency between the Schedule and the Conditions described below, the Schedule will prevail.

### Entering the Competing

1. This is a game of chance and skill plays no part. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to an entrant's participation in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
2. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information that is reasonably requested by the Promoter or fails to respond within a reasonable time to any reasonable request for information.
3. Any information entrants provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information requested by the Promoter is not provided, the entrant may not participate in the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access, update or correct the personal information the Promoter holds about them by contacting the Promoter at the address stated above.

4. The Promoter encourages and practices the responsible service of alcohol at all times. In addition, the Promoter takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
5. All entries considered not genuine, incomplete, inappropriate or offensive by the Promoter for any reason will be disqualified.

#### **Prizes**

6. Each Prize is not transferable, exchangeable or redeemable for cash.
7. If a Prize is not available for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value.
8. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.

#### **General**

9. The Promoter accepts no responsibility for any costs incurred by Participants in entering the Promotion. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to the acceptance of the Prize.
10. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, computer virus, bugs or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to State and Territory law.
11. The winners (and their companions) must, at the Promoter's request, participate in all reasonable promotional activity (such as photographs and publicity) surrounding the winning of any Prize, free of charge. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage, photographs and publicity in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
12. The Promoter accepts no responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other person's computer related to or resulting from participation in this Promotion.
13. The Promoter accepts no responsibility for entries not received, for whatever reason, including but not limited to late, lost, misdirected entries or otherwise disqualified entries. The Promoter is not responsible for inaccurate details supplied by the entrant.
14. Subject to applicable law, the Prize winner will not directly or indirectly make, or cause to be made, derogatory or disparaging communication about the Prize of the Promoter.
15. The Promoter does not accept any responsibility for any infringement of any third-party rights caused by entrants entering this Promotion, sole liability rests with the entrant.
16. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the Promotion, subject to State and Territory legislation. No correspondence will be entered into in respect of the Promoter's decisions.
17. The Promotion and these Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
18. Subject to statutory restrictions, the Promoter may amend these Competition Terms and Conditions at its sole discretion.
19. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any Prize will be invalidated. The Promoter has sole discretion to determine if this clause has been breached by any entrant.

#### **Liability**

20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release and the Promoter excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of a person entering the Promotion or taking a Prize.