

## **“WIN A PIZZA OVEN” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Red Rock Leisure Hotels Pty Ltd (ABN 59 089 226 844) of Level 1, 566 City Road, South Melbourne VIC 3205. Telephone: (03) 9695 4001. This promotion is conducted in conjunction with Fonterra Australia Pty. Ltd. of Level 2, 40 River Boulevard, Richmond VIC 3121, Australia “Mainland”.
3. Entry is only open to Australian residents aged 18 years or over in Victoria.
4. Employees (and their immediate families) of the Promoter, participating Red Rock Leisure or Red Rock Venues, Fonterra Australia Pty. Ltd. 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Promotion commences on 1/07/2021 and entries close at 11:59pm AEST on 31/08/2021 (“Promotional Period”).
6. To enter, individuals must complete the following steps during the Promotional Period: Purchase any Pizza at Turf Sports Bar or BearBrass in Victoria (“Qualifying Purchase”). Upon making their Qualifying Purchase, individuals will be provided or may request an entry card from a member of staff. The card contains instructions on how to enter the promotion. Entrant must scan the QR code on the entry card and then follow instructions to enter online, entrants are required to enter their name, email and mobile phone number. Entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
7. 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.
8. Incomplete or indecipherable or illegible entries will be deemed invalid.
9. Multiple entries permitted, subject to the following, only one (1) entry permitted per Qualifying Purchase, and each entry must be submitted separately and in accordance with entry requirements.
10. 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.

11. The draw will take place at the Promoter's office, Level 1, 566 City Road, South Melbourne VIC 3205 on 1/09/2021 at 11am AEDT. The winners will be notified by telephone within one (1) business days of the draw and in writing and their name will be published online at BearBrass & Turf websites on 2/09/2021.
12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win the major prize of an Outdoor Pizza Oven valued at up to AU\$300 .
15. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is up to AU\$600.
17. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
18. A draw for the major prize if unclaimed may take place on 10/9/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified via phone and in writing within two (2) business days of the draw and their name will be published online at Turf & BB websites from 13/9/2021.
19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
20. 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.
21. 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.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

23. 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** (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Fonterra Australia Pty Ltd (including their 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.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Fonterra Australia Pty Ltd (including their respective officers, employees and agents) are 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 or Fonterra Australia Pty. Ltd 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 or Fonterra Australia Pty Ltd; (d) any variation in prize value to that stated in these Terms and Conditions;

The Promoter collects personal information (“PI”) in order to conduct the promotion. By providing the Promoter with PI, the entrant consents that any or all of the PI submitted may be held and used by the Promoter and other companies within the Promoter’s group of companies or the Promoter’s agents, partners or licensees, to contact the entrant in relation to the promotion and to further promote, to consider ways of improving, and to send you information about, Red Rock Leisure products and services by email and as otherwise set out in the Promoter’s privacy policy, which is available at <http://redrockvenues.com.au/privacy-policy/>. The entrants PI will be handled in accordance with the Promoter’s privacy policy which contains information about how to access and correct PI that the Promoter holds about the entrant, and how complaints can be made and will be resolved. If the entrant does not provide all of the requested information the entrant may be ineligible for the promotion and/or the Promoter may be unable to contact the entrant with additional offers. PI may be transferred to another company or entity in the event that any part of the Promoter’s business is transferred to, sold to or merged with a company or entity or if the Promoter is required to do so by law, regulation or at the request of a public authority. If in the future, the entrant does not wish to receive further communications from Red Rock Leisure and would prefer to be removed from its databases, the entrant simply wish to make corrections to their PI or if the entrant has a complaint (which we will endeavor to resolve within a reasonable time), please inform us in writing at the address set forth in clause 2 above. All entries become the Property of the Promoter.