

## Red Rooster Xmas in July 2023 Promotion

### Terms and Conditions

<b>Promoter</b>	Red Rooster Foods Pty Ltd (ABN 51 008 754 096), Level 12, 12 Help Street, Chatswood, NSW, 2067.
<b>Competition Period</b>	12.01am (AEST) on 29/06/2023 to 11.59pm (AEST) on 31/07/2022.
<b>Who can enter?</b>	<p>Only Australian residents who:</p> <p>(a) are aged 16 or over; and</p> <p>(b) are (or become during the Competition Period) a fully verified member of the Red Rooster Royal Rewards Program and have opted in to receive communications from the Promoter (each a <b>Red Royalty Member</b>).</p> <p>If you are under 18 years of age, you must get consent and approval from your parent/guardian before you enter and if you will be under 18 years of age on the date the prize is awarded, it will be awarded to your parent or guardian. By consenting and approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent and approval to the minor entering the competition.</p> <p>Membership of the Red Rooster Royal Rewards Program (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the Red Rooster Royal Rewards Program available at <a href="https://www.redrooster.com.au/red-rooster-red-royalty-loyalty-program-terms-conditions/">https://www.redrooster.com.au/red-rooster-red-royalty-loyalty-program-terms-conditions/</a> as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Directors, officers, management, employees and contractors (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p> <p>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 first cousin.</p>
<b>Website</b>	<a href="https://www.redrooster.com.au/christmas-in-july/">https://www.redrooster.com.au/christmas-in-july/</a>
<b>Qualifying Purchase</b>	Minimum \$5 spend, in one transaction, on any purchase at Red Rooster including in restaurant, drive-thru, delivery purchases made via Red Rooster App (available for download via Google or the App Store) or online at <a href="http://www.redrooster.com.au">www.redrooster.com.au</a> including Click & Collect orders. Purchases made via any other third party delivery apps (for example, but not limited to, UberEats, Doordash or Menulog) are <b>excluded</b> and will not be eligible for entry into this competition.
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period:</p> <p>(a) sign up (if you haven't already) to become a Red Royalty Member or sign up to create a Red Royalty membership account;</p> <p>(b) make a Qualifying Purchase using your Red Royalty account at the same time by either (and depending on purchase method):</p> <ol style="list-style-type: none"> <li>i. presenting your Red Rooster Royal Rewards member number to restaurant/drive-thru staff at the time of purchase; or</li> <li>ii. being logged into your Red Royalty account (online or via the Red Rooster App – excluding all other third party delivery Apps) at the time of purchase,</li> </ol> <p style="padding-left: 40px;">to receive 1 automatic entry into the draw.</p> <p>You must be a Red Royalty Member during the Competition Period and at the time of making your Qualifying Purchase to qualify for entry.</p>

	The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 11 winners determined in respect of this competition – 10 Minor prize winners and 1 Major prize winner.</p> <p>There will be 1 draw conducted.</p> <p>The draw will be held at 1pm (AEST) on 7<sup>th</sup> August 2023 at Handling Matters, Unit 40/1-5 The Parade, Cromer NSW 2099 (<b>Handling Matters</b>).</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the Major prize. The next 10 valid entries randomly drawn will each win a Minor prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There are 11 prizes available – 10 Minor prizes and 1 Major prize.</p> <p><b>Minor prizes</b></p> <p>Each Minor prize is a Red Rooster merchandise pack valued at \$400.75 and includes 1 x Reds Xmas sweater (valued at \$89.50), 1 x Street Food Sock Set (valued at \$29.90), 1 x Chicken and Chips Cap (valued at \$29.95), 1 x Street Food Retro Cooler (valued at \$149.95) and \$101 Red Royalty Dollars. Sizes of apparel items are as determined by the Promoter.</p> <p>There is a limit of 1 Minor prize per household (except for SA residents).</p> <p><b>Major prize</b></p> <p>The major prize is \$10,000 cash transferred to the nominated bank account of the Major prize winner.</p>
<b>Total prize pool</b>	<p>The minor prize pool is \$4,007.50</p> <p>The major prize pool is up to \$10,000.</p> <p>The total prize pool is up to \$14,007.50</p>
<b>How many times can I enter?</b>	You can enter multiple times, however each entry must be based on a separate Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	Winners will be notified by phone and email within two business days of determination and will also have their name and State/Territory of residence published at <a href="https://www.redrooster.com.au/christmas-in-july-winners/">https://www.redrooster.com.au/christmas-in-july-winners/</a> on 10 <sup>th</sup> August 2023 or a period of 28 days.
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 27<sup>th</sup> October 2023</p> <p><b>Unclaimed prize determination:</b> 1pm (AEST) on 30<sup>th</sup> October 2023 at Handling Matters.</p> <p>If any prize has not been accepted or claimed by the Prize claim date above or if, after making all reasonable attempts, the Promoter can't contact any winner (or a winner does not contact the Promoter) by the Prize claim date above, the relevant entry will be discarded and the Promoter will re-award the relevant prize to a Reserve Entrant and/or will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed by phone and email within 2 business days of determination and will also have their name and State/Territory of residence published at <a href="https://www.redrooster.com.au/christmas-in-july-winners/">https://www.redrooster.com.au/christmas-in-july-winners/</a> on 2<sup>nd</sup> November 2023 for a period of 28 days.</p> <p>If a prize winner cannot be found, that information will be published at <a href="https://www.redrooster.com.au/christmas-in-july-winners/">https://www.redrooster.com.au/christmas-in-july-winners/</a> on 6<sup>th</sup> November 2023</p>
<b>Collection and use of your personal information</b>	If you are a winner, must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name/s and image/s in any promotional or advertising activity.

	<p>The Promoter collects personal information ("PI") in order 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 in this competition is conditional on providing this PI.</p> <p>The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.redrooster.com.au/privacy">https://www.redrooster.com.au/privacy</a>. 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 Red Royalty Member. The Privacy Policy also contains information about how Red Royalty Members may opt out, access, update or correct their PI, how Red Royalty Members 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. The Promoter may disclose PI to overseas recipients (e.g. for data storage/processing/marketing) however it is not practicable to specify the countries those overseas recipients are likely to be in.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p><b>NSW Authority No. TP/ 01491</b></p> <p><b>ACT Permit No. TP23/ 01011</b></p> <p><b>SA Permit No. T23/ 803</b></p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, any validity periods.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 5 Any reference to currency is a reference to Australian dollars.

#### General

- 6 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking a prize. If you do not sign any such form, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;

- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the State/Territory gaming authorities.
- 13 By entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the State/Territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition 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.

#### **Liability**

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including but not limited to 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.