

## CONSUMER GAME OF SKILL COMPETITION

### SCHEDULE TO CONDITIONS OF ENTRY

<b>Competition</b>	Oporto “Jack Cooper TikTok” Competition
<b>Promoter</b>	Oporto (Franchising) Pty Ltd ACN 083 011 349 of Level 12, 12 Help Street, Chatswood NSW 2067, Australia
<b>Promotion Period</b>	The competition commences at 10:00am AEST on 15 May 2026 and closes at 10:00am AEST on 29 May 2026.
<b>Eligible Entrants</b>	Entry is open to Australian residents aged 15 years or over (or turn 15 during the Competition Period) who reside in NSW, VIC, QLD, ACT or WA. Excludes SA, TAS & NT.
<b>Entry Mechanics</b>	To enter the Competition, Eligible Entrants must, during the Competition Period, submit their entry via the following method: Submit a comment responding to the prompt on the designated @jackcoopxr TikTok post with your go-to Oporto order, using emojis only. Entrants must also follow @Oportoau on TikTok and tag 1x friend to enter.
<b>Entry Limit</b>	Multiple entries permitted, subject to each entry being unique. Each entry must be submitted separately and must independently comply with the Conditions of Entry.
<b>Promotional Site</b>	<a href="https://www.oporto.com.au/competitions-terms-and-conditions">https://www.oporto.com.au/competitions-terms-and-conditions</a>
<b>Judging</b>	<p>The competition is a game of skill. All eligible entries received by the Promoter during the Competition Period will be judged by a panel of appropriately qualified judges at Connecting Plots (6 Victoria St, Beaconsfield NSW 2015) on 1 June 2026 at 11:00 am (AEST) to determine the winner. All eligible entries will be judged on the basis of originality, creative merit and relevance.</p> <p>The judges may select additional reserve entries, which they determine to be the next best and record them in order of merit, in case of an invalid entry or an ineligible entrant. Judges decision is final.</p>
<b>Winner Notification</b>	Winners will be notified within <b>two (2) days of the judging via a comment on the competition social post</b> . Entrants are responsible for ensuring they have ongoing access to their account.

	<p>To claim the prize, winners must provide, via a direct message, their full name, date of birth, residential address, mobile number and email address associated with a valid Oporto Flame Rewards account. If this is not received by the Promoter by 5 June 2026, an Unclaimed Prize Draw will take place.</p> <p>To claim the prize, entrants must have a valid Oporto Flame Rewards Account. Accounts can be set up via <a href="https://www.oporto.com.au/flame-rewards/">https://www.oporto.com.au/flame-rewards/</a></p> <p>Entrants should be cautious of scam or impersonator accounts.</p>
<b>Publication</b>	The TikTok handle of the winners will be published in the comments of the competition post on @jackcoopxr TikTok by 2 June 2026.
<b>Unclaimed Prize Draw</b>	<p><b>Prize claim date: By 11:59pm (AEST) on 5 June 2026.</b></p> <p>If the prize is unclaimed, the winner has not provided the information required above or met the conditions for entry by the Prize claim date above, or if, after making all reasonable attempts, the Promoter can't contact the winner by the prize claim date above, the relevant entry will be discarded and the Promoter will either re-award the prize to a Reserve Entrant.</p> <p>Any such reserved winner will be informed by a comment on the social media platform used for entry by 8 June 2026 and two (2) days to confirm their prize. This will continue until a winner has claimed the prize.</p> <p>If the prize remains un-won by 26 June 2026, this will be declared on the Promotional Site by 29 June 2026.</p>
<b>Prize (s)</b>	A total of one (1) \$500 worth of Oporto Flame Rewards points will be awarded. Entrants must have (or create) a valid Oporto Flame Rewards account and download the Oporto Flame Rewards App to be eligible to receive and redeem the prize. Oporto Flame Rewards points are valid for 12 months.
<b>Prize Distribution</b>	The Prize will be added to the winner's Oporto Flame Rewards account within fourteen (14) days of the winner providing details of a valid Oporto Flame Rewards account. Winners will receive a direct message with details regarding prize redemption.
<b>Total Maximum Prize Value</b>	One (1) \$500 worth of Oporto Flame Rewards points

## **CONSUMER GAME OF SKILL COMPETITION**

### **TERMS & CONDITIONS OF ENTRY**

1. Information on how to enter and prize details form part of these terms and conditions of entry (Terms and Conditions). Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry.
2. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Entrants are responsible for any costs incurred in accessing TikTok or entering the promotion. If Entrants enter using automatically generated entries they may be disqualified, at the judges' discretion.
3. By entering into this competition, you expressly agree and consent to receiving communications in relation to the competition from the Promoter and the agencies and companies associated with this competition from time to time.
4. Any reference to currency is a reference to Australian dollars unless expressly stated to the contrary.
5. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter is not responsible for any tax implications that may arise from an entrant accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
6. All other costs and incidentals are to be borne by the winner, including but not limited to any incidental taxes and government surcharges not directly related (i.e. government taxes).
7. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
8. The entrants must follow the Entry Mechanics during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
9. The time of entry will be deemed to be the time the entry is received by the Promoter.
10. The Promoter is not liable/responsible if any entrant's mobile device/desktop is not sufficiently capable for the purpose of submitting an entry or for any problems with communications networks.
11. The Promoter is not responsible for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
12. 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.

13. 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.

14. The prize(s) will be awarded to the valid entrant(s) selected as the winner. The Promoter may draw additional reserve entries. In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.

15. 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.

16. 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.

17. 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).

18. 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.

19. 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.

20. 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.

21. The winner does not need to be present at the draw unless expressly stated to the contrary.

22. The winner(s) will be notified as per the Schedule.

23. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the

Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter.

24. Prizes are not transferable or exchangeable. A prize cannot be transferred to any other person. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
26. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms and Conditions which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
27. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
28. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
29. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant 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. In the event that a winner breaches these Terms and Conditions, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. 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 and/or other compensation from such an offender are reserved.
30. 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 and subject to Regulations.

31. To the extent permitted by law, the Promotion and these Terms and Conditions will be governed by the law of New South Wales. Entrants accept the non-exclusive jurisdiction of courts and tribunals of New South Wales in connection with disputes concerning the Promotion.
32. Any social media platform, including but not limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.
33. The winners agree to participate in all reasonable publicity, photography and other promotional activities as requested by the Promoter and its agents, in its absolute discretion. 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 or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
34. The Promoter collects personal information ("PI") in order to conduct the Promotion 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 Promotion is conditional on providing this PI.
35. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.oporto.com.au/privacy-policy>. 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 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. 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.
36. 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 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia (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, illness, death, expense or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.