

Dish Cult ANZ

Competition Terms & Conditions (Christmas 2022)

Terms and Conditions

These are the terms and conditions (**Terms**) for Dish Cult's Christmas Giveaway (**Competition**). Information on how to enter and on the prize forms part of these Terms.

1. **Promoter:** The promoter is RESTAURANTDIARY (AUSTRALIA) PTY LTD (ACN 647 639 807) with registered office at Level 30, Angel Place, 123, Pitt Street, Sydney, NSW 2000, Australia. To contact the promoter, please email contact@dishcult.com. In these Terms, the words "**we**", "**us**" and "**our**" refer to the promoter.
2. **The Prize**
 - a. \$100 food and beverage voucher for Palle Meatballs Restaurant in Sydney. The voucher will be valid until the applicable expiry date. This applies to Sydney applicants only.
 - b. \$150 food and beverage voucher for Kiss Kiss Eatery in Auckland. The voucher will be valid until the applicable expiry date. This applies to Auckland applicants only.
3. **How to enter:** To enter the Competition to win one of the prizes, each entrant must complete the following steps during the Entry Period (defined below):

Sydney applicants:

- A. Follow @dishcultau and @pallemeatballs on Instagram and/or Facebook
- B. Tag a friend in the comments section of the relevant post
- C. Save the post

Auckland applicants:

- D. Follow @dishcultnz and @kisskisseatery on Instagram and/or Facebook
- E. Tag a friend in the comments section of the relevant post
- F. Save the post

There is no limit on the number of times a person can enter the Competition.

4. **Eligibility:** An entrant is not eligible to enter the Competition unless they satisfy all of the following conditions for eligibility:
 - a) The entrant must be aged 18 years or over.

- b) The entrant must be a resident of NSW and/or VIC **OR** is a citizen or resident of New Zealand.
- c) The entrant must not be one of our employees, directors or officers, an employee, director or officer of any participating restaurant, the partner or close relative of any such employee, director or officer, or a person who is in any way connected with the administration, promotion, or judging of the Competition.
- d) The entrant must agree to and comply with these Terms. By entering the Competition, the entrant acknowledges that they have read and understood these Terms and agree to be bound by them.

5. Entry Period:

- a) The Competition opens at 9 am NZST / 7 am AEDST on 17 November 2022 and closes at 11:59 pm NZST / 9:59 pm AEST on 15 December 2022 (the **Entry Period**). After expiry of the Entry Period, no further entries will be permitted nor qualify for entry.
- b) No responsibility is accepted by us for entries not received during the Entry Period, regardless of the reason.

6. No entry fee: There is no entry fee and no purchase necessary to enter this Competition. However, all costs associated with obtaining telecommunications services and Internet connectivity are the entrant's responsibility.

7. Third Party Information: We are not responsible for inaccurate prize details supplied to any entrant by any third party connected with the Competition.

8. Prize

- a) **if applicable:** The prize is subject to the terms and conditions of the restaurant chosen by the winner.
- b) An entrant may only win one prize.
- c) There will be one prize winner in Sydney and one prize winner in Auckland.
- d) Numbers of each prize are limited and each prize is non-refundable.
- e) No prize can be transferred to another person, exchanged, or redeemed for cash.
- f) If any prize (or part thereof) becomes unavailable for any reason, we reserve the right to substitute the prize with another item of equal value if the winner agrees in writing and subject to any approvals from regulatory authorities. If the winner does not agree despite reasonable attempts by us to reach an agreement and the prize is not available due to circumstances beyond our control, we may substitute the prize with another item or items determined by us to be of equal value.

g) No bonus prizes will be awarded as part of the Competition.

9. **Winners**

- a) The winners will be chosen through random draw at 1pm AEDT on 16 December 2022 at Level 30, Angel Place, 123, Pitt Street, Sydney, NSW 2000, Australia (**Winner Selection Date**), from all eligible entries received and verified by us and/or our agents.
- b) Within three days after the Winner Selection Date, the winner will be notified via email or Facebook/Instagram direct message and asked to confirm their acceptance of the prize via email.
- c) If the winner cannot be successfully contacted, or does not confirm their acceptance of the prize via email, within three days of notification, we reserve the right to rescind the prize from that winner and choose a replacement winner. Any replacement winner will be chosen through a second random draw at 1pm AEST on 25 January 2023 (**Second Winner Selection Date**).
- d) The winner agrees to the use of their name and image, and any content provided as part of their entry, in any publicity material without any remuneration or compensation.
- e) Once the winner has accepted the prize, we will notify the winner when and where the prize can be collected / redeemed or will be delivered.
- f) The prize will be delivered, paid or transferred to the winner within 28 days after the Winner Selection Date or Second Winner Selection Date (as the case may be).
- g) The winner's name will be available 28 days after expiry of the Entry Period, by emailing the following address: contact@dishcult.com
- h) In the event there is no prize winner, or the prize winner cannot be found, this information will be made available on Dishcult.com.

10. Our Decision: Our decision in respect of all Competition matters is final and binding and no correspondence will be entered into.

11. **Privacy**

- a) Personal information is collected from entrants when they enter the Competition. Such personal information may be entered into a database and we and our related parties reserve the right to use such personal information for marketing purposes.

- b) We collect personal information in order to conduct the Competition, comply with our legal obligations and for promotional purposes. For these purposes, we may disclose such personal information to our related companies, agents, regulatory bodies, contractors, service providers and any business with whom the we are running the competition, including to persons or organisations located in Australia and New Zealand.
- c) The personal information will be used, stored, and disclosed as further set out in these Terms, and in accordance with current privacy legislation in Australia and New Zealand. Please read our privacy policy available on our website at <https://dishcult.com/privacy> for more information about how we handle your personal information, how to access and correct your information, how to make a complaint, and how we handle complaints.
- d) If you have any queries about our use of personal information, you can contact us at: contact@dishcult.com.

12. Jurisdiction:

- a. For New Zealand: The Competition and these Terms will be governed by the laws of New Zealand, and any disputes will be subject to the non-exclusive jurisdiction of the courts of New Zealand.
- b. For Australia: The Competition and these Terms will be governed by the laws of New South Wales, and any disputes will be subject to the non-exclusive jurisdiction of the courts of New South Wales.

13. Social Media Platforms

- a) The Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, nor any other social network.
- b) You agree to release Facebook and Instagram from all claims based on, related to or arising from the Competition.
- c) You acknowledge that you are providing information to the promoter and not to Facebook or Instagram.

14. Entrant Warranties: By entering the Competition, each entrant hereby warrants that:

- a) all the information submitted by or on behalf of the entrant is true, current and complete;
- b) the entrant is not participating in the Competition on behalf of anyone else; and
- c) the entrant is eligible to enter the Competition.

- 15. Evidence of identity:** We reserve the right to ask for proof of age and evidence, accepted at our discretion, to verify the identity and address of an entrant at any time, and may carry out checks of any details provided. Failure to provide any such requested information will invalidate an entrant's entry and the entrant will be ineligible to win a prize.
- 16. Liability:**
- a) We are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned.
 - b) To the fullest extent permitted by law, we and our related parties, employees, officers, and agents:
 - a. will not be liable for any loss or damage whatsoever (including indirect or consequential loss) or for personal injury as a result of participating in the Competition or accepting or using a prize; and
 - b. do not accept responsibility for any fault, malfunction, damage, liability, loss or disappointment suffered by any entrant howsoever arising from participating in the Competition or of accepting any prize.
 - c) Nothing in these Terms restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)* or the *Consumer Guarantees Act 1993 (NZ)*.
 - d) All taxes which may be payable as a consequence of receiving the prize, are the sole responsibility of each winner.
- 17. Cancellation and/or amendment:** We reserve the right to cancel or amend the Competition and/or these Terms due to or any actual or anticipated breach of any applicable law or regulation or any other event outside of our control. Any cancellation or amendment to the Competition will be notified to entrants by us as soon as possible, including by publishing the relevant details online on the competition page at dishcult.com. It is the entrant's responsibility to regularly check the competition page for any amendments.
- 18. Force Majeure:** We will have no responsibility or liability for cancellations, delays, or any other change by any person providing any element of the Competition due to reasons beyond our control, and we are not responsible or liable for any expenses incurred as a consequence of any such things. The failure of us to comply with any provision of these Terms due to any reason outside our reasonable control, including due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities, or other force majeure event, will not be considered a breach of these Terms.