

## **“PERFECT PLATE 2021” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter/vote and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druiitt Street, Sydney, NSW 2000.
3. Employees (and their immediate families) of the Promoter 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.
4. Promotion commences on 22 March 2021 and ends at 5:00PM AEST on 21 June 2021 (“**Promotional Period**”).

### **ELIGIBLE CLUBS**

5. Entry is only open to NSW clubs that hold a current membership with the Promoter (“**Eligible Club**”).
6. To be eligible to enter, Eligible Clubs must create a main meal dish and list it on their menu for the duration of the Promotional Period (“**Competition Dish**”). The Competition Dish must be displayed and sold as a full-priced main meal item and not at a discounted price.
7. To enter for voting, Eligible Clubs must then complete the following steps:
  - Visit [www.perfectplate.com.au](http://www.perfectplate.com.au);
  - Follow the prompts to the promotion entry page;
  - Input the requested details including the name of the Competition Dish, ingredients used, chef name, sale price and upload a photograph of the Competition Dish; and then
  - Submit the fully completed entry form by 11:59PM AEST on 19 April 2021.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per restaurant/eatery; (b) each entry must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.
9. At the conclusion of the Promotional Period, the Promoter will tally the number of votes and scores received for each entry (i.e. Competition Dish) during the Promotional Period. Entries will be divided into regions and club size as outlined below.

Entries will be divided into thirteen (13) regions (as listed below):

- **Newcastle & Hunter Valley**
- **Far North Coast**
- **New England Tablelands & North West**

- **Central West**
- **Central Coast**
- **Riverina & South West**
- **Southern Tablelands & Far South Coast**
- **Illawarra & Shoalhaven**
- **Southern Metropolitan**
- **Western Metropolitan**
- **Eastern Metropolitan**
- **Northern Metropolitan**
- **North West Metropolitan**

Entries will also be divided into the Eligible Club size, based on current membership numbers in the ClubsNSW database as at the commencement of the Promotional Period (as listed below):

- Small: 0 – 5,000 members
- Medium: 5,001 – 30,000 members
- Large: 30,001+ members

10. The entry in each region that meets the minimum threshold number of votes as advised by the Promoter and receives the highest overall score based on votes by patrons will each win a Perfect Plate 2021 plaque and certificate.
11. In the event of a tie between two or more Eligible Clubs in a region, the Eligible Club of tied entry will receive a Perfect Plate 2021 plaque and certificate.
12. The entry in each size group out of all entries that meets the minimum threshold number of votes as advised by the Promoter and receives the highest overall score based on votes received by patrons will each win an invitation for the chef and two (2) guests from the Eligible Club eatery/restaurant to join Manu Feildel and Colin Fassnidge at La Botanique in Botany for a dining experience on a date and time to be determined by the Promoter. Winners are responsible for their own travel to and from La Botanique.
13. In the event of a tie between two (2) or more entries with the same number of votes in a particular size category, a representative of the Promoter will visit the Eligible Club of each tied entry to taste the Competition Dish. The best Competition Dish, as determined by the representative of the Promoter, will be declared the winner. The winner will be announced at the Perfect Plate Award Night on Wednesday 7 July 2021.
14. Prizes will be awarded to the chef as named in the entry form of the respective winning Eligible Club. If the chef is not able to attend the Perfect Plate Award Night or the prize event, the Eligible Club may nominate another member of their kitchen team to take the prize.
15. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or

- other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 16. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

### **PATRONS/VOTERS**

- 17. Voting is only open to Australian residents aged 18 years or over.
- 18. To vote, patrons must complete the following steps:
  - Visit an Eligible Club between 29 April 2021 to 21 June 2021;
  - Order the Competition Dish. In the event that a purchase receipt is not provided to the voter, it is the voter's responsibility to request one;
  - Scan the QR code located in the Eligible Club;
  - Follow the prompts to the online voting page;
  - Input the requested details including name, email address, telephone number, a rating between 1 to 5 for the Competition Dish and upload a copy of their purchase receipt; and then
  - Submit the fully completed voting form by 5pm on 21 June 2021.

OR

- Visit an Eligible Club between 29 April 2021 to 21 June 2021;
- Order the Competition Dish. In the event that a purchase receipt is not provided to the voter, it is the voter's responsibility to request one;
- Obtain a voting form from a member of staff;

- Input the requested details including name, email address, telephone number, a rating between 1 to 5 for the Competition Dish and attach their purchase receipt to the voting form; and then
- Place the fully completed voting form with the purchase receipt attached in the voting box provided in the Eligible Club by 5pm on 21 June 2021.

Patrons who visit multiple eateries/restaurants must use the same email address or telephone number in the voting form to ensure that the number of votes submitted by that patron is tallied under one (1) individual for the purpose of eligibility for a prize.

19. Multiple votes permitted, subject to the following: (a) only one (1) vote is permitted per eatery/restaurant; and (b) each vote must be submitted separately and in accordance with voting requirements.
20. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts; and/or (b) to disqualify any entrant (or invalidate their entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.
21. Voters must retain their original purchase receipt for their vote as proof of purchase. Failure to produce the proof of purchase for a vote when requested may, in the absolute discretion of the Promoter, result in invalidation of a voter's vote, the corresponding Eligible Club's entry and forfeiture of any right to a prize.
22. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from each patron between 29 April 2021 to 21 June 2021. The patron who visited the highest number of eateries/restaurants of Eligible Clubs and voted for a Competition Dish by completing the steps in clause 18 above will win a \$2,500 voucher to any Eligible Club that has submitted an entry 'Competition Dish' into the promotion. The patron who visited the second highest number of eateries/restaurants of Eligible Clubs and voted for a Competition Dish by completing the steps in clause 18 above will win a \$1,500 voucher to any Eligible Club that has submitted an entry 'Competition Dish' into the promotion. The patron who visited the third highest number of eateries/restaurants of Eligible Clubs and voted for a Competition Dish by completing the steps in clause 18 above will win a \$1,000 voucher to any Eligible Club that has submitted an entry 'Competition Dish' into the promotion. For removal of doubt, the score provided for a Competition dish by a patron does not affect a patron's eligibility for a prize.
23. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
24. In the event of a tie between two (2) or more voters who have visited the same number of eateries/restaurants for any prize, each tied voter will be placed into a draw for the relevant prize. The first valid entry drawn will be declared the winner. The draw/s (if required) will take place at Switch Marketing, 6 Hodgson Street, Kew VIC 3101 on 28 June 2021 at 2:00PM AEST.

## **GENERAL**

25. The Promoter reserves the right, at any time, to verify the validity of entries/votes and entrants/voters (including an entrant's or voter'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 or voting 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.
26. Incomplete or indecipherable entries or votes will be deemed invalid.
27. If there is a dispute as to the identity of an entrant or voter, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or voter.
28. Winners will be notified by telephone and email.
29. This is a game of skill and chance plays no part in determining the winning Eligible Clubs or voter.
30. The Promoter's decision is final and no correspondence will be entered into.
31. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, or any other event beyond the reasonable control of the Promoter, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
32. If for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
33. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
34. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
35. Entrants and voters 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.
36. 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 voter; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

37. Any cost associated with accessing the promotional website is the entrant's or voter's responsibility and is dependent on the Internet service provider used.
38. 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 (Cth), as well as any other implied warranties under the ASIC Act (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; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is 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 control); (b) any theft, unauthorised access or third party interference; (c) any entry/vote 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the appearance of Manu Feildel or Colin Fassnidge is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, entrant or voter; (g) use/taking of a prize; or (h) attendance at a prize event.
40. 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 and prize suppliers. Entry and voting is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clubsnsw.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 or voter. The Privacy Policy also contains information about how entrants or voters may opt out, access, update or correct their PI, how entrants or voters 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 or votes become the property of the Promoter.