

## **“YOUR LOCAL CLUB PERFECT PLATE AWARDS” PROMOTION**

### **TERMS AND CONDITIONS**

1. The “Your Local Club Perfect Plate Awards” Promotion consists of three (3) parts:

- Part 1: Perfect Plate Clubs Game of Skill Competition
- Part 2: Perfect Plate Patron Game of Skill Competition
- Part 3: Perfect Plate Random Draw

Part 1, Part 2 and Part 3 are collectively referred to as the “**Promotion**” and comprise the “**Terms and Conditions**”.

2. Information on how to enter, vote and participate in the Promotion and the prizes to be won through the Promotion are contained in these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions and the Promoter’s Personal Information Collection Notice, which can be viewed at [https://www.clubsnsw.com.au/sites/default/files/2021-12/PP22\\_PICollection.pdf](https://www.clubsnsw.com.au/sites/default/files/2021-12/PP22_PICollection.pdf).

3. 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 (“**Promoter**”).

4. 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.

5. The Promotion commences at 9:00AM AEST on 1 March 2022 and ends at 5:00PM AEST on 19 June 2022 (“**Promotional Period**”).

### **PART 1: PERFECT PLATE CLUBS GAME OF SKILL COMPETITION**

6. Entry is only open to clubs in New South Wales that hold a current membership with the Promoter (“**Eligible Club**”).

7. To be eligible to enter, Eligible Clubs must create a 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 item and not at a discounted price, except where the Competition Dish is discounted as a result of a valid member discount being applied. A Competition Dish which is designed to be shared among more than one person can only receive one (1) vote per purchase.

8. To enter a Competition Dish, Eligible Clubs must complete the following steps:

- Visit [www.perfectplate.com.au](http://www.perfectplate.com.au) (“**Promotion Entry Page**”);
- Follow the prompts to the Promotion Entry Page;
- Input the requested details in the entry form on the Promotion Entry Page, including the name of the Competition Dish, the description of the Competition Dish, the name of the chef who created the Competition Dish and the sale price of the Competition Dish; and
- Submit the fully completed entry form between 9:00AM AEST on 1 March 2022 and 11:59PM AEST on 15 April 2022.

9. Eligible Clubs may submit multiple entries, subject to the following: (a) only one (1) Competition Dish can be entered per restaurant/eatery within an Eligible Club; (b) each

Competition Dish entered by an Eligible Club must be substantially unique to any other Competition Dish entered by the same Eligible Club; and (c) each Competition Dish must be submitted separately and in accordance with entry requirements set out in these Terms and Conditions.

10. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from Eligible Patrons for each eligible Competition Dish during the Voting Period. Entries will be divided into the regions and club size categories as outlined below based on the location and size of the Eligible Club.

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

- Newcastle & Hunter Valley
- Far North Coast – North
- New England Tablelands & North Western
- Central Coast
- Central West
- Riverina & South West
- Southern Tablelands & Far South Coast
- Illawarra & Shoalhaven
- Southern Metropolitan
- Western Metropolitan
- Eastern Metropolitan
- Northern Metropolitan
- North Western Metropolitan

Entries will also be divided into the club size, based on current membership numbers in the Promoter's database as at the commencement date of the Promotional Period (as listed below):

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

11. One (1) Perfect Plate 2022 plaque and one (1) Perfect Plate 2022 certificate will be awarded to one Eligible Club from each of the regions which has entered a Competition Dish that receives the minimum threshold number of votes as advised by the Promoter and the highest overall score based on votes by Eligible Patrons.
12. In the event that two or more Eligible Clubs in one (1) region receive the minimum threshold number of votes as advised by the Promoter and the same highest overall score based on votes by Eligible Patrons, one (1) Perfect Plate 2022 plaque and one (1) Perfect Plate 2022 certificate will be awarded to each of the tied Eligible Clubs.
13. The Eligible Club that submits the Competition Dish which receives the minimum threshold number of votes as advised by the Promoter and the highest overall score based on votes received by Eligible Patrons in each club size category will win a local promotional media campaign worth \$10,000 to promote the Eligible Club to the public ("**Media Campaign**"). There are three (3) Media Campaigns to be won. The Media Campaign will be organised and booked by the Promoter in consultation with the winning Eligible Club.
14. In the event that two (2) or more Eligible Clubs in the same club size category receive the minimum threshold number of votes as advised by the Promoter and the same highest

overall score based on votes received by Eligible Patrons, 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 Thursday 21 July 2022.

15. The plaques, certificates and Media Campaign prizes will be awarded to the Eligible Club named in the entry form of the respective winning Eligible Club. If the chef who created the winning Competition Dish 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 or club to accept the prize.
16. 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.

17. 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.
18. The Perfect Plate Clubs Game of Skill Competition is a game of skill and chance plays no part in determining the winning Eligible Club and Competition Dish.

## **PART 2: PERFECT PLATE PATRON GAME OF SKILL COMPETITION**

19. Voting in the Perfect Plate Patron Game of Skill Competition is only open to Australian residents aged 18 years or over (“**Eligible Patron**”). The Promoter reserves the right, in its sole direction, to require proof of identity and residency in a form acceptable to the Promoter to verify a person’s eligibility to enter the Promotion, redeem a prize or for any other reason the Promoter deems necessary, it is sole direction, to administer the Promotion in accordance with these Terms and Conditions. Failure to provide proof of identity and residency to the satisfaction of the Promoter in a timely manner, may result in disqualification of the entrant in the sole discretion of the Promoter.
20. To vote, patrons must complete the following steps:
- Visit an Eligible Club between 6 May 2022 to 19 June 2022;
  - Order the Competition Dish. In the event that a purchase receipt is not provided to the patron, it is the patron’s responsibility to request a purchase receipt;
  - Scan the QR code located in the Eligible Club and follow the prompts to the Promotion Entry Page ([www.perfectplate.com.au](http://www.perfectplate.com.au)) or search for and select the Eligible Club on the Promotion Entry Page ([www.perfectplate.com.au](http://www.perfectplate.com.au));
  - Input the requested details including the patron’s name, email address, telephone number, a rating between 1 to 5 for the Competition Dish, agree to the Terms & Conditions and upload a copy of the patron’s Competition Dish purchase receipt; and
  - Submit the fully completed voting form between 9:00AM AEST on 6 May 2022 and 5:00PM AEST on 19 June 2022 (“**Voting Period**”).

OR

- Visit an Eligible Club between 6 May 2022 to 19 June 2022;
- Order the Competition Dish. In the event that a purchase receipt is not provided to the patron, it is the patron’s responsibility to request a purchase receipt;
- Obtain a voting form from a member of staff of the Eligible Club;
- Input the requested details including the patron’s name, email address, telephone number, a rating between 1 to 5 for the Competition Dish and attach the patron’s Competition Dish purchase receipt to the voting form; and
- Return the fully completed voting form with the Competition Dish purchase receipt attached to the eatery/restaurant cashier or place the fully completed voting form with the Competition Dish purchase receipt attached in the voting box provided in the Eligible Club by 9:00AM AEST on 6 May 2022 and 5:00PM AEST on 19 June 2022 (“**Voting Period**”).

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 are tallied under one (1) individual for the purpose of eligibility for a prize.

21. Eligible Patrons may submit multiple votes, subject to the following: (a) only one (1) vote is permitted per eatery/restaurant within an Eligible Club; (b) a purchase receipt cannot be used by more than one (1) Eligible Patron to vote on the same Competition Dish unless the purchase receipt shows that a Competition Dish has been ordered for each of the Eligible Patrons and (c) each vote must be submitted using a separate entry form and in accordance with voting requirements contained in these Terms and Conditions.
22. 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.

23. 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.
24. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from each Eligible Patron during the Voting Period. The Eligible Patron who visited the highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 20 above, will win one of two "Foodie Escapes" for two (2) people valued at up to \$3,500 ("**Foodie Escape**"). The Eligible Patron who visited the second highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 20 above will win the second of two Foodie Escapes for two (2) people valued at up to \$3,500 ("**Foodie Escape**"). In the event of a tie between two (2) or more Eligible Patrons, the winning Eligible Patron will be determined in accordance with clause 31.
25. Each Foodie Escape is available for use only by the winning patron and one (1) guest of the winning patron. The winning patron and the winning patron's guest must be Australian residents aged 18 years or over.
26. The Promoter will notify the winners of the Foodie Escape on 21 July 2022 using the contact details provided by the winning Eligible Patron. The details of the Foodie Escape will be sent to the winning patron within 14 days of the winning patron responding to the Promoter, subject to eligibility requirements. If the winning patron does not respond to the Promoter confirming acceptance of the Foodie Escape within 7 days of being notified by the Promoter or responds to the Promoter declining the Foodie Escape prize within 7 days of being notified by the Promoter, the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is judged by the Promoter as having visited the next highest or second highest number of eateries/restaurants at Eligible Clubs (as the case may be) and voted for a Competition Dish at those eateries/restaurants by completing the steps in clause 20 above. The winning patron of any forfeited Foodie Escape will be notified in accordance with these Terms and Conditions within 7 days of the date on which they are judged to be the unclaimed Foodie Escape prize winner.
27. The dates of the Foodie Escape will be determined by the Promoter. The Promoter will book all transport, accommodation, dining experiences and entertainment for the Foodie Escape, subject to availability at the time of booking. The Foodie Escape will start and end in New South Wales. The Promoter will provide the patron winner with Eftpos vouchers, valued at an amount determined at the sole direction of the Promoter, to use on the dining experiences organised by the Promoter as part of the Foodie Escape.
28. Any costs which exceed the total value of the Foodie Escape, including any fees associated with the cancellation or modification of the whole or any part of the Foodie Escape itinerary, are the sole responsibility of the winning patron. The Foodie Escape will not be refunded or replaced if the Foodie Escape is cancelled or modified by the winning patron. The winning patron is responsible for paying any charges incurred by the Promoter as a result of the winning patron cancelling or modifying the whole or any part of the Foodie Escape.

29. The Foodie Escape cannot be applied to any costs associated with modifications to or cancellations of the original booking payable by the winning patron. If the final amount of the Foodie Escape is less than the value of the Foodie Escape, no credit will be issued to the winning patron. All taxes, fees, charges and surcharges applicable to the Foodie Escape are payable by the winning patron and are the sole responsibility of the winning patron. Unless otherwise stated, the Foodie Escape does not include travel insurance, flights, passports, visas, meals, transport, taxes and any other costs not included in the Foodie Escape.
30. It is the sole responsibility of the winning patron and their guest to comply with any health or other government directions and any terms and conditions imposed by a supplier or provider as part of the Foodie Escape. The Promoter makes no representation as to the safety, condition or suitability of any destination, accommodation, eatery, venue or other event which forms part of the Foodie Escape.
31. In the event of a tie between two (2) or more Eligible Patrons who have each visited the highest or second highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 20 above within the Voting Period, the Eligible Patrons who have tied must each submit in writing to the Promoter in 100 words or less why they would like to win the Foodie Escape within seven (7) days of being requested by the Promoter to submit their answer. The Eligible Patron which, in the Promoter's sole discretion, has submitted the best answer, will be awarded the Foodie Escape.
32. The Perfect Plate Patron Game of Skill Competition is a game of skill and chance plays no part in determining the winning Eligible Club or Eligible Patron.

### **PART 3: PERFECT PLATE RANDOM DRAW**

33. Eligible Patrons who vote during the Voting Period will be entered into a draw ("**Perfect Plate Random Draw**") to win one of 45 Eftpos vouchers valued at \$100 each ("**Dining Vouchers**"). There are 45 vouchers valued at \$100 each to be won. One Eligible Patron will be chosen at random from the draw by the Promoter on each day of the Voting Period.
34. The Promoter will notify the winners of the Dining Vouchers on 21 July 2022 using the contact details provided by the Eligible Patron. If the winning patron does not respond to the Promoter within 7 days of being notified by the Promoter, the Dining Vouchers will be forfeited, and the Promoter will be entitled to announce another winner selected randomly from the draw at its sole discretion. The Dining Voucher will be posted to the address provided to the Promoter by the winning patron within 14 days of the winning patron responding to the Promoter, subject to eligibility requirements.
35. Any ancillary costs associated with redeeming the Dining Vouchers are not included. Any unused balance of the Dining Vouchers will not be awarded as cash. Redemption of the Dining Vouchers is subject to any terms and conditions of the issuer, including those specified on the Dining Vouchers.
36. The Perfect Plate Random Draw is a game of chance.

## **GENERAL**

37. **The total prize pool for the Promotion is \$41,500.00.**
38. **The total game of skill prize pool for the Promotion is \$37,000.00.**
39. **The total game of chance prize pool for the Promotion is \$4,500.00.**
40. 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.
41. Incomplete or indecipherable entries or votes will be deemed invalid.
42. 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.
43. Winners will be notified by telephone and email.
44. The Promoter's decision is final and no correspondence will be entered into regarding the result of the Promotion.
45. 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 including by reason of COVID-19 government restrictions, bans and/or lockdowns, the Promoter reserves the right in its sole direction to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize and invalidate any affected entries.
46. 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 in accordance with these Terms and Conditions.
47. 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 to the equal value and/or specification.
48. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
49. 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.
50. 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.

51. 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.
52. 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 Australian Securities and Investments Commission 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; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
53. 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 Feidel** 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 or Perfect Plate Award Night.
54. 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>, and its Personal Information Collection Notice. 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 Promoter's Privacy Policy also contains information about how entrants or voters may 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.
55. The Promoter reserves the right to change these Terms and Conditions without notice and at any stage during the Promotion.
56. This Promotion is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.