

## **“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; and
- 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/2024-03/PP24\\_PICollection.pdf](https://www.clubsnsw.com.au/sites/default/files/2024-03/PP24_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**”). The Promoter is conducting the Promotion.

4. The organisations benefiting from this Promotion are each of the Eligible Clubs which enter the Perfect Plate Clubs Game of Skill Competition in accordance with these Terms and Conditions.

5. The following persons are prohibited from participating in the Promotion:

- employees of the Promoter and their immediate families;
- any persons conducting the Promotion, including any person who determines who is to win a prize in the Promotion; and
- a person who is involved in the management of any organisation benefiting from this Promotion, including each of the Eligible clubs which enter the Perfect Plate Clubs Game of Skill Competition in accordance with these Terms and Conditions.

“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.

6. The Promotion commences at 9:00AM AEDT on 12 March 2024 and ends at 5:00PM AEST on 30 June 2024 (“**Promotional Period**”).

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

7. The Perfect Plate Clubs Game of Skill Competition commences at 9:00AM AEDT on 12 March 2024 and ends at 11:59PM AEST on 19 April 2024.

8. Entry into the “Perfect Plate Clubs Game of Skill Competition” is only open to clubs in New South Wales that hold a current membership with the Promoter (“**Eligible Club**”).

9. To be eligible to enter, an Eligible Club must create a savoury dish and/or a dessert dish and list it on their menu for the Voting 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 club member discount being applied. A Competition Dish which is designed to be shared among more than one (1) person can only receive one (1) vote per purchase.

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

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- 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, being the first and last name, mobile number, email address and job title of the Eligible Club’s primary contact, and the name of the Eligible Club;
  - Click the “Next” button to agree to these Terms and Conditions and the Promoter’s Personal Information Collection Notice, and to consent to the conduct of the Promotion;
  - Input the name of the eatery within the Eligible Club serving the Competition Dish, the name of the Competition Dish, a description of the Competition Dish, the name of the chef who created the Competition Dish, the sale price of the Competition Dish and an image of the Competition Dish; and
  - Submit the fully completed entry form between 9:00AM AEDT on 12 March 2024 and 11:59PM AEST on 19 April 2024.
11. By submitting an entry in the Clubs Game of Skill Competition, the Eligible Club is providing its written consent to the conduct of the Promotion.
12. Eligible Clubs may submit more than one (1) entry, subject to the following: (a) only one (1) savoury Competition Dish and one (1) dessert 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.
13. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from Eligible Patrons during the Voting Period for each eligible Competition Dish.
14. If physical voting forms are completed by Eligible Patrons in accordance with clause 31, Eligible Clubs are responsible for uploading a copy of the physical voting forms completed by Eligible Patrons in accordance with clause 31 and the corresponding purchase receipt to the Perfect Plate website [www.perfectplate.com.au](http://www.perfectplate.com.au) using the club register portal by 5:00PM AEST on 10 June 2024 in order for the Promoter to count the vote recorded on the physical voting form. The Promoter reserves the right to require the Eligible Club to send the Promoter the physical voting forms and the corresponding purchase receipt for verification purposes, and if such request is made by the Promoter, the Eligible Club must provide the physical voting forms and corresponding purchase receipt to the Promoter before 5:00PM AEST on 28 June 2024. If the physical voting forms and corresponding purchase receipt are not received by this date, the Promoter may deem the entry to be invalid. Any physical voting forms uploaded by an Eligible Club which does not contain a corresponding purchase receipt will be deemed invalid. Staff of Eligible Clubs are prohibited from completing a voting form (including the score) on behalf of the entrant.
15. Entries will be divided into the regional categories and club size categories listed below based on the location and size of the Eligible Club. The club size categories are based on the size of each of the Eligible Clubs’ current membership numbers in the Promoter’s database as at the commencement date of the Promotional Period.

The 13 regional categories (“**Regional Categories**”) are listed below:

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

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- Eastern Metropolitan
- Northern Metropolitan
- North West Metropolitan
- Central Coast

The three (3) club size categories (“**Club Size Categories**”) are listed below:

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

16. One (1) Perfect Plate 2024 plaque and one (1) Perfect Plate 2024 certificate will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has entered a Competition Dish that receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions.
17. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) Perfect Plate 2024 plaque and one (1) Perfect Plate 2024 certificate will be awarded to each of the tied Eligible Clubs.
18. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
19. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
20. The Eligible Club that submits the Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in each Club Size Category will win a local promotional media campaign valued at \$10,000 to promote the Eligible Club to the public (“**Media Campaign**”). There are three (3) Media Campaigns to be won. The Media Campaign only includes local radio and/or print and social media advertising (at the Promoter’s sole discretion) and will be organised and booked by the Promoter in consultation with the winning Eligible Club. The total amount of the Media Campaign must be spent by 2 October 2024. If the total amount of the Media Campaign has not been spent after 2 October 2024, the Media Campaign will be forfeited.

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21. If two (2) or more Eligible Clubs in the same Club Size Category receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Competition Dishes. The best Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the Media Campaign.
22. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
23. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2024” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
24. The winners of the Perfect Plate Clubs Game of Skill Competition will be announced at the Perfect Plate Award Night on Tuesday, 2 July 2024 (“**Perfect Plate Award Night**”). If for any reason a winner of the Perfect Plate Clubs Game of Skill Competition does not claim their prize at the Perfect Plate Award Night, and the Promoter cannot reasonably contact the winner by text message (SMS), telephone call and email using the contact details submitted by the winning Eligible Club, the name of the Winning Eligible Club will be published on the Promoter’s website [www.clubsnsw.com.au/perfect-plate-winners](http://www.clubsnsw.com.au/perfect-plate-winners) on Wednesday, 3 July 2024 for a period of 14 days. If for any reason, the winner fails to contact the Promoter to claim their prize by 5:00PM AEST on 17 July 2024, the prize will be forfeited.
25. The plaques, certificates, digital posters and Media Campaign prizes will be awarded to the Eligible Club named in the entry form submitted by the respective winning Eligible Club. If the chef who created the winning Competition Dish is not able to attend the Perfect Plate Award Night, the Eligible Club may nominate another member of their kitchen team or club to accept the prize.
26. 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,

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- 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 terms in clause 26.

- 27. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates, contractors 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.
- 28. 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**

- 29. The Perfect Plate Patron Game of Skill Competition commences at 9:00AM AEST on 30 April 2024 and ends at 5:00PM AEST on 16 June 2024.
- 30. 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 discretion, 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 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 the Promoter (in its sole discretion) disqualifying the entrant from the Perfect Plate Patron Game of Skill Competition.
- 31. To vote, patrons must complete the following steps:
  - Visit an Eligible Club between 9:00AM AEST on 30 April 2024 and 5:00PM AEST on 16 June 2024;
  - Order and pay for a Competition Dish from an Eligible Club and obtain a purchase receipt showing that the Competition Dish has been purchased. It is the patron’s responsibility to obtain a purchase receipt from the Eligible Club;
  - 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, being the patron’s first name, last name, email address, telephone number and a rating between 1 to 5 for the Competition Dish;
  - Agree to these Terms & Conditions and the Promoter’s Personal Information Collection Notice, and upload a copy of the patron’s purchase receipt showing that the Competition Dish has been purchased; and

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- Submit the fully completed voting form between 9:00AM AEST on 30 April 2024 and 5:00PM AEST on 16 June 2024 (“**Voting Period**”).

OR

- Visit an Eligible Club between 9:00AM AEST on 30 April 2024 and 5:00PM AEST on 16 June 2024;
- Order and pay for a Competition Dish from an Eligible Club and obtain a purchase receipt showing that the Competition Dish has been purchased. It is the patron’s responsibility to obtain a purchase receipt from the Eligible Club;
- Obtain a physical voting form from a member of staff at the Eligible Club;
- Input the requested details, being the patron’s first name, last name, email address, telephone number and a rating between 1 to 5 for the Competition Dish;
- Tick the checkbox agreeing to these Terms & Conditions and the Promoter’s Personal Information Collection Notice, and attach a copy of the patron’s purchase receipt showing that the Competition Dish has been purchased; and
- Return the fully completed physical voting form with the Competition Dish purchase receipt attached to the eatery/restaurant cashier within the Eligible Club or place the fully completed voting form with the Competition Dish purchase receipt attached in the voting box provided in the Eligible Club between 9:00AM AEST on 30 April 2024 and 5:00PM AEST on 16 June 2024 (“**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 determining prize eligibility.

32. Eligible Patrons may submit more than one (1) vote, 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 purchased for each of the Eligible Patrons; and (c) each vote must be submitted using a separate entry form and must be submitted in accordance with the voting requirements contained in these Terms and Conditions.
33. The Promoter reserves the right, at any time and in its sole discretion: (a) to invalidate any votes which it reasonably suspects have been submitted by any entrant and/or club 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 club (or invalidate their entry) if the Promoter reasonably suspects that the entrant or club 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; and/or (c) to invalidate any voting forms which the Promoter reasonably suspects has been completed and submitted by staff of an Eligible Club on behalf of an entrant or to falsely impersonate an entrant and/or to disqualify any club which the Promoter reasonably suspects has fraudulently submitted voting forms or permitted its staff to complete voting forms on behalf of entrants.
34. Eligible Patrons who submit their vote electronically must retain their original purchase receipt for their vote as proof of purchase. Failure to produce the original proof of purchase for a vote when requested by the Promoter may, in the sole discretion of the Promoter, result in invalidation of an Eligible Patron’s vote, the corresponding Eligible Club’s entry and forfeiture of any right to a prize.
35. 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 31 above, will win one (1) “Foodie Escape” 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



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Competition Dish at each of those eateries/restaurants by completing the steps in clause 31 above will win one (1) “Foodie Escape” 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 42.

36. Each Foodie Escape is available for use only by the winning Eligible Patron and one (1) guest of the winning Eligible Patron. The winning Eligible Patron and the winning Eligible Patron’s guest must be Australian residents aged 18 years or over. The Foodie Escape prize must be used within 53 months from the date of completion of the Game of Skill Competition, being 16 June 2024 and if it is not used in this time period, the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have 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 31 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape to use the prize. If the subsequent winner does not use the Foodie Prize within this time period, then the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have 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 31 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape to use the prize.
37. The Promoter will notify the winners of the Foodie Escape on Tuesday, 2 July 2024 using the contact details provided by the winning Eligible Patron. The details of the Foodie Escape will be sent to the winning Eligible Patron within 14 days of the winning Eligible Patron responding to the Promoter, subject to eligibility requirements. If the winning Eligible Patron does not respond to the Promoter confirming acceptance of the Foodie Escape within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron’s first name and surname will be published on the Promoter’s website [www.clubsnsw.com.au/perfect-plate-winners](http://www.clubsnsw.com.au/perfect-plate-winners). If the winning Eligible Patron does not contact the Promoter to claim the Foodie Escape within seven (7) days of the Promoter publishing their details on the Promoter’s website or the Eligible Patron responds to the Promoter declining the Foodie Escape prize, the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have 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 31 above. The winning Eligible Patron of any unclaimed Foodie Escape will be notified in accordance with these Terms and Conditions within seven (7) days of the date on which they are determined to be the unclaimed Foodie Escape prize winner. If the winning Eligible Patron of any unclaimed Foodie Escape does not respond to the Promoter confirming acceptance of the Foodie Escape within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron’s first name and surname will be published on the Promoter’s website [www.clubsnsw.com.au/perfect-plate-winners](http://www.clubsnsw.com.au/perfect-plate-winners). If the winning Eligible Patron of the unclaimed Foodie Escape does not contact the Promoter to claim the Foodie Escape within seven (7) days of the Promoter publishing their details on the Promoter’s website or the winning Eligible Patron responds to the Promoter declining the Foodie Escape prize, the Promoter will award the Foodie Escape to the Eligible Patron that is determined by the Promoter to have visited the next 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 31 above in accordance with the requirements under this clause. If the Foodie Escape remains unclaimed after following the steps set out in clause **Error! Reference source not found.**, the Foodie Escape will be forfeited.
38. The Foodie Escape will occur by 16 November 2024 (“**Specified Period**”) on the dates and for the length of time determined by the Promoter (in its sole discretion). The winners of the Foodie Escape must be able to attend the Foodie Escape on the dates nominated by the Promoter during the Specified Period. The Promoter will book and pay for all transport, accommodation, dining experiences and entertainment as part of the Foodie Escape, subject to availability at

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the time of booking. The Foodie Escape will start and end in New South Wales. The Promoter will provide the winning Eligible Patron with Eftpos vouchers, valued at an amount determined by the Promoter (in its sole discretion), to use during the dining experiences organised by the Promoter as part of the Foodie Escape.

39. 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 Eligible Patron. The value of the Foodie Escape will not be refunded to the winner or replaced if the Foodie Escape is cancelled or modified by the winning Eligible Patron, or if the winning Eligible Patron is unable to attend the Foodie Escape on the dates nominated by the Promoter within the Specified Period. The winning Eligible Patron is responsible for paying any charges incurred by the Promoter as a result of the winning Eligible Patron cancelling or modifying the whole or any part of the Foodie Escape.
40. The Promoter is not responsible for any costs associated with modifications to or cancellations of the original booking for the Foodie Escape. 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 Eligible Patron. All taxes, fees, charges and surcharges applicable to the Foodie Escape are payable by the winning Eligible Patron and are the sole responsibility of the winning Eligible 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 as specified in these Terms and Conditions.
41. It is the sole responsibility of the winning Eligible 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.
42. 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 31 above within the Voting Period, the Eligible Patrons who have tied must each submit a written statement to the Promoter in 100 words or less describing why they would like to win the Foodie Escape (“**Statement**”). The tied Eligible Patrons must each submit their Statement within seven (7) days of the Promoter requesting the Statement from them. The Promoter will award the Foodie Escape to one (1) of the tied Eligible Patrons which, in the Promoter’s sole discretion, has submitted the best answer.
43. 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**

44. Eligible Patrons who vote during the Voting Period will be automatically entered into a random draw conducted by randomdraws.com.au by Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330) (<https://www.randomdraws.com.au/>) (“**Perfect Plate Random Draw**”) to win one (1) of 41 Eftpos vouchers valued at \$100 each (“**Dining Vouchers**”). There are 41 vouchers valued at \$100 each to be won.
45. One (1) valid entry submitted by an Eligible Patron into the Perfect Plate Patron Game of Skill will result in one (1) entry into the Perfect Plate Random Draw.
46. One (1) Eligible Patron will be drawn at random from the Perfect Plate Random Draw on each day of the Voting Period to win a Dining Voucher.
47. The Promoter will notify the winners of the Dining Vouchers on Tuesday, 2 July 2024 using the contact details provided by the Eligible Patron. The Dining Voucher will be posted to the address provided to the Promoter by the winning Eligible Patron within 14 days of the winning Eligible Patron responding to the Promoter accepting the Dining Voucher, subject to eligibility



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requirements. If the winning Eligible Patron does not respond to the Promoter confirming acceptance of the Dining Voucher within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron's first name and surname will be published on the Promoter's website [www.clubsnsw.com.au/perfect-plate-winners](http://www.clubsnsw.com.au/perfect-plate-winners). If the winning Eligible Patron does not contact the Promoter to claim the Dining Voucher within seven (7) days of the Promoter publishing their details on the Promoter's website, the Dining Voucher will be forfeited, and the Promoter will be entitled to announce another winner selected randomly from the Perfect Plate Random Draw within the seven (7) day period immediately after the last date for the initial winning Eligible Patron to claim the Dining Voucher. If the Dining Vouchers remain unclaimed after the Promoter has drawn two (2) winners for the same unclaimed Dining Voucher, and both winners have each failed to claim the Dining Voucher despite the Promoter making all reasonable inquiries to contact the winners, the Dining Voucher will be forfeited.

48. 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.

49. The Perfect Plate Random Draw is a game of chance.

**GENERAL**

50. **The total prize pool for the Promotion is \$41,100.00.**

51. **The total game of skill prize pool for the Promotion is \$37,000.00.**

52. **The total game of chance prize pool for the Promotion is \$4,100.00.**

53. 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.

54. Incomplete or indecipherable entries or votes will be deemed invalid.

55. If there is a dispute regarding any aspect of this Promotion, including the conduct of the Promotion or the redemption of a prize, the entrant shall contact the Promoter using the Promoter's address contained in these Terms and Conditions. The Promoter will take reasonable steps to assess the dispute based on any facts or evidence presented to it and to respond to it fairly within a reasonable time of the entrant notifying the Promoter of the dispute. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

56. Prize winners of the Perfect Plate Patron Game of Skill Competition and the Perfect Plate Random Draw will be notified by text message (SMS) telephone and email.

57. The Promoter's decision is final, and no correspondence will be entered into regarding the result of the Promotion.

58. 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 discretion to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize and invalidate any affected entries.

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59. 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.
60. If any prize (or part of any prize) is unavailable because of unforeseeable or other special circumstances, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize which is similar to the specified prize and is of equal or greater value.
61. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
62. No bonus prizes will be awarded in this Promotion.
63. 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 for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
64. 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 (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
65. Entry into the Promotion is free. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. Any cost associated with claiming any prize is the entrant's responsibility.
66. 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.
67. 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 any of the Promoter's ambassadors or representatives is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, entrant; (g) use/taking of a prize; or (h) attendance at a prize event or Perfect Plate Award Night.
68. 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 the Promoter's Personal Information

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Collection Notice. In addition to any use that may be outlined in the Promoter’s Privacy Policy and the Promoter’s Personal Information Collection Notice, 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 Promoter’s Privacy Policy also contains information about how entrants may 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 and votes become the property of the Promoter.

69. The Promoter reserves the right to change these Terms and Conditions without notice and at any stage during the Promotion. However, the Promoter shall take reasonable steps to ensure that if there is a change in the way the Promotion is conducted, information about the change will be notified to the participants or made publicly available within a reasonable time before the change comes into effect.
70. Entrants are entitled to win more than one (1) prize in this Promotion.
71. This Promotion is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.