

## BRACEGIRDLE'S TERMS AND CONDITIONS

### SCHEDULE TO CONDITIONS OF ENTRY

<b>Promotion Type</b>	Game of Chance	
<b>Permit Number</b>	N/A	
<b>Promotion Name</b>	Bracegirdle's 15 <sup>th</sup> Anniversary Promotion	
<b>Promoter Name</b>	Bracegirdle's House of Fine Chocolate (12 363 356 445) of 31 Jetty Rd, Glenelg SA 5045.	
<b>Website</b>	<a href="http://www.bracegirdles.com.au">www.bracegirdles.com.au</a>	
<b>Relevant State or Territory</b>	Entrants must be residents of South Australia	
<b>Promotional Period</b>	Begins	Tuesday 15 September 2020
	Ends	Wednesday 30 September 2020
	The Promoter may amend the Promotional Period in accordance with state legislative rules.	
<b>Contesting (Survey) Period</b>	Opens	Tuesday 15 September 2020 09:00 ACT
	Closes	Wednesday 30 September 2020 17:00 ACT
<b>Entry Restrictions</b>	Employees of Bracegirdle's and their close relatives and anyone otherwise connected with the organisation or competition are not eligible to win the prize.	
<b>Maximum Entries</b>	One (1) entry per person	
<b>Entry Method</b>	<p>Entrants must spend \$10 or more in one transaction at any Bracegirdle's cafe between 15th - 30th September 2020.</p> <p>The entrant's <u>active</u> Bracegirdle's Loyalty or Key Card must be scanned at the time of purchase and the entrant will automatically be entered into the draw. If the entrant does not have a Bracegirdle's Loyalty or Key Card, they can organise one at their time of purchase.</p> <p>The entrant's Loyalty or Key Card must have been activated <i>before</i> Wednesday 30 September and the account must contain a valid phone number for the entry to be accepted.</p>	
<b>Draw Details</b>	Draw Method	Random electronic draw
	Number of draws:	27 minor draws
	Date & Time:	Friday 2 October 2020 16:00 ACT
	Location:	289 Cross Roads, Clarence Park SA 5039
<b>Judging Details</b>	<p>All judging decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.</p> <p>Judging criteria: All entries will be judged on creativity, literary merit,</p>	

	originality, suitability, or as otherwise specified. Where entrants submit a guess or answer to a question(s) the promoter will judge the accuracy of an answer and there may be a time factor applied.			
<b>Prize Details</b>	<b>Type</b>	<b>Prize</b>	<b>No. Available</b>	<b>Value (incl. GST)</b>
	Minor	2 person 2-night mid-week short stay in a Barossa Pavilions Deluxe Pavilion	1	\$760.00
	Minor	Mrs B's High Tea Experience for 4	1	\$156.00
	Minor	Beresford Wine and Bracegirdle's Chocolate Tasting Experience for 2	5	\$250.00 (= \$50 each)
	Minor	Exclusive invite to Bracegirdle's 'Mrs B's Chocolate Club' event for 2	5	\$490.00 (= \$98.00 each)
	Minor	Exclusive invite to Bracegirdle's 'Burgers, Beer and Bubbles' event for 2	5	\$490.00 (= \$98.00 each)
	Minor	Bracegirdle's Gift Hamper	1	\$123.90
	Minor	Bracegirdle's 8-piece Selection Box	1	\$19.50
	Minor	Bracegirdle's 16-piece Selection Box	1	\$37.70
	Minor	Bracegirdle's 25-piece Selection Box	1	\$65.00
	Minor	Bracegirdle's 32-piece 15 <sup>th</sup> Anniversary 'Classic Collection' Selection Box	1	\$75.00
	Minor	Bracegirdle's 'Black' Showbag	1	\$37.50
	Minor	Bracegirdle's 'Red' Showbag	1	\$46.60
	Minor	Bracegirdle's 'Blue' Showbag	1	\$48.90
	Minor	Bracegirdle's 'Gold' Showbag	1	\$74.80
	Minor	Bracegirdle's Giant Milk Chocolate Freckle		\$29.95
	<b>Total Prize Pool:</b>			\$2,704.85
Prize subject to the terms and conditions imposed by the Prize Provider. Prize winners' details may be provided to a Prize Provider for the purposes of prize fulfilment.				
Prize Provider: Barossa Pavilions, Beresford Wines, Bracegirdle's				
<b>Total Prize Pool</b>	\$2,704.85.00 AUD			

<p><b>Prize Restrictions</b></p>	<p>As per Terms of Entry. Unless the prize is a cash prize, prizes are not redeemable for cash. Not transferable.</p> <p>The Prize may require booking and completing as specified by the Promoter or by the Prize Provider. The Prize is subject to booking and availability and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly listed in the Prize Details, including additional spending money, travel costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including any passports and visas). Any alterations or extensions to confirmed Prize Details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and/or travelling companion(s) (as relevant). The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any resulting costs incurred by the winner or any travelling companion(s) (including accommodation costs) will be the responsibility of the winner and/or travelling companion(s) (as relevant). The winner is responsible for ensuring that they and any travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize. The Promoter makes no representations about the travel destination or government travel warnings to any destination.</p>
<p><b>Notification of Winners</b></p>	<p>Winner will be notified by phone at the time of/immediately after winning.</p>
<p><b>Publication Details</b></p>	<p>Winners will be published on Bracegirdle's social media pages within two weeks of claiming the prize.</p>
<p><b>Prize Claim Details</b></p>	<p>Prizes must be claimed at the time of notification (for phone based notification), or as otherwise specified by the Promoter.</p> <p>If a Prize is unclaimed, the Promoter reserves the right to re-award the Prize in accordance with these Terms of Entry.</p>

## BRACEGIRDLE'S TERMS AND CONDITIONS

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### CONDITIONS OF ENTRY

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion (including by a companion) constitutes acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise. The resolution of any discrepancy between these Conditions of Entry and/or the Schedule and/or the advertising of the Promotion will be undertaken by the Promoter in its absolute discretion. All decisions and actions of the Promoter relating to the Promotion or redemption of the Prize are exercised at the Promoter's absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
2. The Promoter may (subject to state/territory regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award any Prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
3. Promotional Period: The Promotion will be conducted on/between the dates specified, during the Promotional Period.
4. Entry Restrictions: Eligibility to enter the Promotion is subject to the Entry Restrictions.
5. Ineligibility: Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Schedule, the following persons are automatically ineligible to enter:
  - a. Directors, management, employees, officers and contractors of the Promoter and those of any agencies or suppliers directly associated with this Promotion;
  - b. The immediate family members of the above persons. "Immediate family member" means spouse, parent, natural or adopted child and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor; and
6. Entry Method: To enter the Promotion, entrants must complete the Entry Method and comply with all other applicable requirements during the Promotional Period. Entries will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged proof of Entry or verification requirements).
7. Maximum Entries: Entrants can enter the Promotion up to the Maximum Entries. Unless stated otherwise in the Schedule, an entrant can only win once during the Promotional Period. Entries must be submitted separately and each Entry must individually meet the entry requirements and be subject to the Entry Restrictions. Automated and computer generated entries or entrants with multiple aliases may be disqualified.
8. Games of Skill: If the Promotion only involves a game of skill, all valid entries will be judged by the judge(s) based upon the Judging Details as specified. Chance plays no part in determining the outcome.
9. Games of Chance: If the Promotion involves an element of chance, the Promotion will be conducted in accordance with any Draw Details as specified.
10. Entry Publicity: By entering the Promotion, all entrants consent to their entry and/or other communications with the Promoter being communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of entrants for any promotion or matter incidental to the Promotion.
11. Contact: If an entrant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter in relation to participation or entry in the Promotion (including where a third party answers the telephone on the entrant's or winner's behalf), that entrant may be disqualified and a replacement entrant or winner (whichever is applicable) selected by the Promoter.
12. Technical problems: The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or other circumstance or thing preventing entrants from successfully submitting an entry, or for any injury or damage to an entry or to an entrant's or any third party's computer resulting from participation in or downloading any materials in relation to this Promotion.

13. Invalid Entries: The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant (and/or their companion, if relevant) in this Promotion or a prize event or activity if in the Promoter's opinion the entrant (or any companion of the entrant, as relevant):
  - a. Disrupts, annoys, abuses, threatens, harasses, is (or becomes) intoxicated, aggressive or offensive or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion or any prize;
  - b. Engages in conduct in relation to this Promotion which is misleading, deceptive, unlawful, fraudulent or damaging to the Promoter's or any prize provider's goodwill or reputation; or
  - c. Does not comply with any reasonable direction or guideline notified to them in connection with the Promotion or a prize event or activity.
14. Unclaimed Prize: Where an entry is deemed invalid (at the Promoter's absolute discretion) the Promoter may determine a new winner in accordance with any stated Unclaimed Prize Arrangements. Any prize unclaimed after the date stated in the Prize Claim Details will be forfeited subject to state/territory regulations.
15. Verification Checks: The Promoter or its representatives may conduct security or verification checks in their absolute discretion to determine or confirm an entrant's eligibility to enter the Promotion or to win a prize.
16. Entry Content: If entry to the Promotion requires the entrant to submit content, entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of this clause, "Entry Content" includes any content (including text, photos, videos, spoken words and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry Content is the entrant's original work. If Entry Content cannot be verified to the Promoter's satisfaction, the Promoter may disqualify the relevant entry. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of Entry Content.
17. Entry Content must not include:
  - a. any image, video, recording or other kind of depiction of any other person (except incidentally and not prominently) without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content (and if the minor is over 13, the minor's express consent must also be obtained). Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b. any content that in the Promoter's opinion contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which may include, without limitation, content involving nudity, malice, violence or swearing); and
  - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other content in which copyright subsists, unless the entrant is entitled to do so. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
18. Assignment of rights in Entry: By submitting an Entry to the Promotion, the entrant licenses the Promoter to use the Entry Content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, in perpetuity, without payment to the entrant (of royalties, compensation or otherwise). Entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
19. Intellectual Property and Moral Rights: By entering this Promotion, the entrant: (a) consents to any dealings with their Entry Content that may otherwise infringe their moral rights in an entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their entry is not in breach of any third party intellectual property rights.
20. Publicity: Entrants (and their companions, as relevant) may be required by the Promoter to participate in photo, recording, video or film session(s), and they grant the right to use such publicity materials in any medium (including, without limitation, the internet) to the Promoter to use in any manner it sees fit.
21. Prize Details: All prize(s) will be awarded as specified in the Prize Details. If a prize is unavailable for any reason the Promoter, at its discretion, may substitute for it another item of equal or higher value. The Prize(s) are subject to any Prize Restrictions and any requirements of relevant state/territory authorities. Each Prize or part thereof is subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these Conditions of Entry or as stipulated by the Promoter or prize provider and is not redeemable for cash unless cash is specified. The Promoter will not be responsible or liable if for any reason beyond its reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in delivery of any prize, or for any compensation in relation to any prize.

22. **Prize Values:** The Total Prize Pool is specified in the Schedule. Prize values are generally the recommended retail value as provided by the prize provider, are in Australian dollars, include GST (unless otherwise stipulated) and are correct at the time of preparation of these Conditions of Entry. The Promoter accepts no responsibility for any tax implications that may arise from winning any prize. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the value of any prize.
23. **Vouchers:** All vouchers awarded are valid until the expiry date specified on the voucher or by the prize provider, and are subject to any terms and conditions imposed by the prize provider. The Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
24. **Alcohol:** Should any prize include an event at which alcohol will be served, participants must be aged 18 years or over. Minors are not permitted to attend the prize event. All prize winners and their companions must carry valid photo identification with them at all times during the prize event. If alcohol is made available as part of the prize at the prize event, it will be served in accordance with the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the prize event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their companions should they be deemed to be intoxicated.
25. **Travel:** Unless expressly stated otherwise, if a prize involves travel, no other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to, will be at each prize winner's and (if applicable) their companion(s)'s cost. Accommodation prizes cover room charges only. The Promoter will not be liable for the failure of the winner and any companions to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize. No travel insurance is included in any travel prize. Unless otherwise specified, entrants/winners/companions must make their own way to and from all events associated with the Promotion/prize at their own cost.
26. **Set-up of Prizes:** If a prize requires installation, set-up, ongoing mobile or data plans, or any other ongoing arrangements, care or costs, the relevant winner/companion is responsible for these arrangements.
27. **Minors:** Entrants under the age of 18 years must have parent or guardian consent to enter the Promotion. If any participant in a challenge or activity conducted in connection with this Promotion is under 18 years of age, a parent or legal guardian of that person must be present for the duration of that event. The Promoter reserves the right to stipulate that entrants, winners and/or companions must be aged 21 or over in suitable instances where applicable.
28. **Claiming Prizes:** The Promoter may require prize winners to provide proof of identity, proof of residency and proof of entry validity (Evidence) in order to claim a Prize. The suitability of Evidence supplied is at the Promoter's discretion. In the event that a prize winner cannot provide suitable Evidence, the prize winner will forfeit the prize and no substitute will be offered. If a prize winner does not redeem any element of a prize, that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu of that prize or any part of it.
29. **Notification & Publication of Winners:** Prize winners will be notified in accordance with the Notification of Winners. Prize winners' names and state or territory of residence will be published as specified in Publication Details. The Promoter and the agencies associated with this Promotion may also publish the name and state or territory of the winners on the Website(s) or Social Media Platform(s). By entering, entrants request that their full address not be published.
30. **Proxy:** If the Promoter has expressly stated that a proxy can attend an event related to the Promotion on behalf of an entrant or winner, the entrant must provide all details to the Promoter and otherwise comply with all instructions of the Promoter regarding the proxy. Entrants/winners who nominate a proxy accept all decisions made by the proxy. For the purposes of these Conditions of Entry (and the Schedule), all references to an entrant/winner will also be deemed to apply to that entrant's/winner's proxy, as relevant. The proxy must:
  - a. comply with any requirements specified by the Promoter including age, location, availability, etc.;
  - b. accept and agree to be bound by these Conditions of Entry (& the Schedule) and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose; and
  - c. accept that they will not receive any prizes on behalf of any prize winner.
31. **Risks:** Entrants (and their companions, as relevant) acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). If entry or a prize involves travel, stunts or challenges, the Promoter may require participants to submit to a medical examination by a medical practitioner and obtain clearance to participate in the Promotion or redeem a prize. Any entrant, prize winner or participant in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability (in terms specified by the Promoter) to expressly acknowledge that participation in the Promotion or prize event may be inherently dangerous and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required.
32. **Liability:** The Promoter and its related bodies corporate, contractors and agencies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation that caused by any person's negligence) relating to this Promotion or the awarding or redemption of any prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

33. **Australian Consumer Law:** A prize winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods supplied will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than those contained within the Australian Consumer Law, regarding the quality and suitability of any prize and will not be responsible for breach of any such terms.
34. **Social Media:** If any part of the Promotion is run on social media, entrants release the Social Media Platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to any Social Media Platform; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any Social Media Platform.
35. **Privacy:** The Promoter collects the personal information that entrants provide for the purpose of administering the Promotion. The Promoter may also use entrants' personal information in advertisements, publications, media statements and other promotional material associated with the Promotion, and to contact them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.
36. **Disclosure of Personal Information:** The Promoter may also disclose entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.
37. **Privacy Policy:** The Promoter's privacy policy can be viewed at [www.bracegirdles.com.au](http://www.bracegirdles.com.au). It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information, and how they can opt out of receiving direct marketing messages.
38. **Third Party use of Personal Information:** At the time of entry, an entrant may be given the opportunity to consent to a stated third party collecting their personal information for a stated purpose, e.g. for future competition and marketing purposes of the third party. By providing this consent, an entrant consents to the storage and stated use of their personal information by the third party. Entrants should contact the third party to view the third party's privacy policy.