

# Pizza Hut 60 Years of Hawaiian Promotion

## Terms and Conditions

<b>Promoter</b>	Pizza Pan Group Pty Ltd (ACN 614 499 213) of Suite 2.02, Level 2, 65 Epping Road, Macquarie Park NSW 2113.
<b>Competition Period</b>	12am (AEST) on 01/08/2022 to 2am (AEST) on 01/09/2022.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Website</b>	<a href="http://www.pizzahut.com.au/60-years-of-Hawaiian">www.pizzahut.com.au/60-years-of-Hawaiian</a>
<b>Pizza Hut App</b>	Pizza Hut App, available from Apple App Store or Google Play.  Installation and use of the App is subject to the terms and conditions of the Pizza Hut App, which may change from time to time.
<b>Qualifying Purchase</b>	Any order via the Website or via the Pizza Hut App that contains one or more Hawaiian Pizza/s and/or one or more Hawaiian Schnitzzas.
<b>Entry instructions</b>	<p><b>Instant Win:</b></p> <p>For your chance to win an instant win prize, between 4pm and 2am (AEST) each day during the Competition Period, you must visit the Website, locate the entry page and fill out and submit the online entry form and provide all requested information to see if you have won an instant win prize.</p> <p><b>Major Prize Draw:</b></p> <p>You must, during the Competition Period, either:</p> <p>(a) make a Qualifying Purchase to automatically receive one entry into the draw.</p> <p>For the avoidance of doubt, one order that includes the purchase of 2 Hawaiian pizzas will only qualify as 1 entry into the major draw;</p> <p><u>OR</u></p> <p>(a) visit the Website, locate the entry page and fill out and submit the online entry form to unlock and play the Hawaiian Slicing Game.</p> <p>Entrants that hit the required target points in one game will automatically receive one entry into the draw. Entrants will only receive one automatic entry into the draw per day using this entry method, regardless of how many times they play the game.</p> <p>Entrants who enter the competition by participating in the Hawaiian Slicing Game will also be eligible to win the Hawaiian Slicing Game prize.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite ability to play the Hawaiian Slicing Game.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be up to 35,311 winners determined in respect of this competition – 35,000 instant win prizes, 310 Hawaiian Slicing Game prizes and 1 major prize.</p> <p><b>Instant Win</b></p> <p>There are up to 35,000 instant win prizes to be awarded.</p> <p>The first 1,000 valid entries received each day during the Competition Period on all days except for 20/08/2022 will each win an instant win prize.</p> <p>The first 5,000 valid entries received on 20/08/2022 will each win an instant prize.</p> <p>Entrants who are not successful in winning an instant win prize will receive a consolation gift of a Pizza Hut 30% discount voucher. Discount voucher is only valid on the day it is received and use of the voucher is subject to standard Pizza Hut terms and conditions.</p>

	<p><b>Hawaiian Slicing Game</b></p> <p>There are up to 310 Hawaiian Slicing Game prizes to be awarded.</p> <p>The top 10 players of the game each day during the Competition period will win a Hawaiian Slicing Game prize. You can only win one Hawaiian Slicing Game Prize (except for SA residents).</p> <p><b>Major Prize</b></p> <p>There will be 1 draw conducted.</p> <p>The major prize draw will be held at 12pm (AEST) on 07/09/2022 at Gadens, Level 13, 447 Collins Street Melbourne VIC 3000.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There are up to 35,311 prizes available – 35,000 instant win prizes, 310 Hawaiian Slicing Game prizes and 1 major prize.</p> <p><b>Instant Win prizes</b></p> <p>Each instant win prize is a Pizza Hut voucher valued at \$16.</p> <p>Vouchers can only be redeemed via the Website or via the Pizza Hut App to purchase one pizza from a selected range of pizzas, for pick up only. Vouchers are valid for 21 days from the date of issue. At expiry of the vouchers, any unused balances will be forfeited. Redemption of the vouchers are subject to standard Pizza Hut terms and conditions.</p> <p><b>Hawaiian Slicing Game prizes</b></p> <p>310 x Pizza Hut branded Hawaiian shirt valued at \$30.</p> <p><b>Major prize</b></p> <p>The major prize is a trip for 2 adults and 2 children (<b>Family of 4</b>) to Hawaii valued at up to \$26,869 depending on the winner's point of departure.</p> <p>See "Major prize" section below for further prize details.</p>
<b>Major prize</b>	<p>If you win the major prize, your prize will be a trip for a Family of 4 to Hawaii which includes the following::</p> <ul style="list-style-type: none"> <li>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Honolulu Hawaii and return private transfers between airport and the accommodation;</li> <li>(b) 7 nights accommodation in a minimum 5 star hotel (as determined by the Promoter);</li> <li>(c) Waikiki Starlight Luau experience for 4 people;</li> <li>(d) Sunset Cocktail Cruise for 4 people - Relax on a scenic barefoot sailing excursion. Dine on an array of appetizers and snacks, and assorted beverages; and</li> <li>(e) AUD2,000 spending money.</li> </ul> <p>The major prize is subject to any applicable law or guidelines including in relation to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in the major prize, your companions accept these Terms and Conditions.</p>
<b>Total prize pool</b>	<p>The instant win prize pool is up to \$560,000.</p> <p>The Hawaiian Slicing Game prize pool is up to \$9,300.</p> <p>The major prize pool is up to \$26,869.</p> <p>The total prize pool is up to \$596,169.</p>

<b>How many times can I enter?</b>	You can enter multiple times per day, subject to the limits outlined in the " <i>Entry Instructions</i> " section above. Each entry must be submitted in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	<p>Winners of an instant win prize and a Hawaiian Slicing game prize will be notified immediately that they have won via email with details on how to claim their prize.</p> <p>The major prize winner will be notified by phone and email within two business days of determination and will also have their name and state/territory of residence published on the Website on 08/09/2022 for a period of 28 days.</p>
<b>Unclaimed prizes</b>	<p>There will be no unclaimed instant win prizes. All instant win prizes will be automatically awarded to winners via email to the email address associated with their entry. It is an entrant's responsibility to ensure that they enter their email address correctly. If they fail to enter their email address correctly, the prize will be forfeited.</p> <p><b>Prize claim date:</b> 5pm (AEDT) 08/10/2022.</p> <p><b>Unclaimed and un-won prize determination:</b> 2pm (AEDT) 09/10/2022 at the same location as the original draw.</p> <p>If a prize is un-won during the Competition Period or has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed and un-won prize draw at the date, time and place stated above to randomly distribute the prizes in descending order of value.</p> <p>Any winners will be informed in writing by email within two business days of determination and any major prize winner will also have their name and state/territory of residence published on the Website on 10/09/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 10/10/2022.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you and (if applicable) your companions must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companions consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companions' personal information directly or through the Promoter's agents or contractors. The Promoter will use your/your companions' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="https://www.pizzahut.com.au/privacy">https://www.pizzahut.com.au/privacy</a>) includes information about:</p> <ul style="list-style-type: none"> <li>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ul>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TPXX/XXXX</p> <p>SA Licence No. TXX/XXXX</p> <p>NSW Authority No. TXX/XXXX</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

## Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

## Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;
  - (f) any additional fees (payable by you) relating to changes made by you/your companions to a travel/event prize after it has been booked;
  - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and
  - (h) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companions are responsible for all other unspecified costs related to a prize, including (as relevant) meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, costs associated with ongoing use of a prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companions forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

## General

- 7 Any failure by you or (if applicable) your companions to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 You and your companions accept that some aspects of the major prize may be inherently risky and that the prize may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the major prize, you/your companions must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companions are healthy and fit enough to take the major prize. You/your companions must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companions must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the major prize. If you or your companions do not sign, your entry will be deemed invalid and you will lose any entitlement to the major prize.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if a prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12 You must not:

- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 13 You are responsible for your companions and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companions if they breach these conditions, whether or not legally bound by them.
- 14 If you (or your companions), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel your prize or restrict you (and your companions) from participating in any elements of the prize, at its discretion.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 16 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 17 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 18 By entering, you request that your full address not be published.
- 19 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid instant win prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 20 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 21 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## **Liability**

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 24 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.

- 25      This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.