

Golden Days of Summer Promotion
TERMS AND CONDITIONS OF ENTRY – TERM
SHEET

Competition	Golden Days of Summer Promotion
Promoter	Pizza Pan Group Pty Ltd (ACN 614 499 213) of Suite 2.02, Level 2, 65 Epping Road, Macquarie Park NSW 2113.
Entry Period	<p><i>Opens:</i> 11:00am Wednesday 4 November 2020 (AEST).</p> <p><i>Closes:</i> 11:59pm on Wednesday 23 December 2020 (AEST).</p>
Entrants	<p>Entry is open to all Australian residents aged 18 years and over.</p> <p>Employees of the Promoter and its franchisees and their associated companies are excluded.</p> <p>The immediate family members of employees of the Promoter and its franchisees and their associated companies are also excluded.</p>
Limit	One (1) entry per Entrant per day.
Entry	<ol style="list-style-type: none"> 1. To enter, an Entrant must, during the Entry Period: <ol style="list-style-type: none"> (a) purchase the homepage banner food deal made available online on the Pizza Hut website at www.pizzahut.com.au (“the purchase”); and (b) when prompted, enter into a webform on the Pizza Hut website, the Entrant’s name and email address and answer, in 50 words or less, the following question: <i>‘Tell us in 50 words or less how you Share Good Times on a Golden Day of Summer’</i> (“webform question”); and/or (c) engage with Pizza Hut Australia’s social media channels, in particular, Twitter, Facebook, and Instagram (Facebook: ‘Pizza Hut Australia’, Instagram: ‘@pizzahutau’) and answer questions as advised by the Promoter from time to time on such social media channels (“social questions”). 2. During the course of the Entry Period, all eligible entries will be considered by the Promoter and/or its representative, and daily winners will be selected based on the originality and creativity of their responses submitted to the webform question and social questions, within a reasonable timeframe following each calendar day. On each calendar day during the Entry Period, a particular individual prize will be applicable for a successful Entrant who entered on that particular calendar day, which may only be won during its respective day during the Entry Period (Daily Prize). 3. On each day during the Entry Period, the Promoter and/or its representatives will select one winning Entrant for the respective day within a reasonable timeframe following each calendar day (Daily Winning Entrant). 4. All Daily Winning Entrants will be advised that they have won the Daily Prize applicable to their particular day of entry, within a reasonable timeframe following each calendar day. 5. Daily Winning Entrants will be provided with instructions to redeem their Daily Prize. All Daily Prizes must be redeemed, used, or otherwise in accordance with instructions provided by the Promoter and/or its representatives.
Prize (Daily Prizes)	<p>Daily Prizes will consist of an assortment of prizes which the Promoter, in its discretion, associates with the celebration of Summer. The Daily Prizes are broken down into three sub-categories:</p> <ol style="list-style-type: none"> 1) Tier 1 Daily Prizes: 2x ‘<i>grand Daily Prizes</i>’, which may be won during 2 pre-selected calendar days during the Entry Period, via Entry methods set out at paragraphs 1(a) and 1(b) of the Entry conditions in this Term Sheet;

	<p>2) Tier 2 Daily Prizes: 55x <i>'big Daily Prizes'</i>, which may be won during 8 pre-selected calendar days during the Entry Period, via Entry methods set out at paragraphs 1(a) and 1(b) of the Entry conditions in this Term Sheet; and</p> <p>3) Tier 3 Daily Prizes: 1920x <i>'giveaway Daily Prizes'</i>, which may be won during 40 pre-selected calendar days during the Entry Period, via the Entry method set out at paragraph 1(c) of the Entry conditions in this Term Sheet.</p>
Total Prize Value	The total aggregate value of the Daily Prizes is \$53,512 (including GST)
Prize Determination	<p>Each Daily Winning Entrant will be contacted and advised of their successful Entry via their chosen Entry method (for entries via paragraph 1(a) and 1(b) of the Entry conditions in this Term Sheet, via their email address provided on the Pizza Hut website webform; for entries via paragraph 1(c) of the Entry conditions in this Term Sheet, via direct message on the Entrant's social media account).</p> <p>All Daily Prizes must be redeemed, used, or otherwise in accordance with instructions provided by the Promoter and/or its representatives.</p>

Prize Conditions	Conditions for each Daily Prize will be communicated to each applicable Daily Winning Entrant, if any, by the Promoter and/or its representatives. Daily Prizes are not transferable or exchangeable (including for cash). Part or parts of the Daily Prizes will not be substituted for other benefits or items at the request of the Daily Winning Entrants.
Claim Period	Any respective Claim Period for each Daily Prize will be communicated to each applicable Daily Winning Entrant, if any, by the Promoter and/or its representatives.
Unclaimed Prize Determination	If any Daily Winning Entrant fails to acknowledge and accept receipt of their Daily Prize within seven (7) calendar days, via the communication method set out in the Prize Determination conditions, it may be forfeited at the discretion of the Promoter.

TERMS AND CONDITIONS OF ENTRY

1. General

- 1.1 The promoter of the Competition is the Promoter.
- 1.2 By entering this Competition, Entrants agree to be bound by these Terms and Conditions. The Term Sheet, Information on how to enter and prizes form part of these Terms and Conditions.

2. Eligibility

- 2.1 Entry is open only to the Entrants.
- 2.2 This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period.
- 2.3 An entry that is eligible under this clause 2 will be known in these Terms and Conditions as an "Entry" and "Entries" will have a similar meaning.

3. Entry

- 3.1 To enter this Competition, Entrants must complete the Entry, subject to the Limit. An Entrant must make the required purchase on the Promoter's website to obtain access to the webform question.
- 3.2 Entrants must submit an Entry in accordance with the Entry procedures under clauses 2 and 3, and in accordance with the Entry conditions in the Term Sheet.
- 3.3 To be eligible to win a prize in this Competition, an Entry must not:
 - (a) be incomplete or incomprehensible; or
 - (b) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, or offensive.

- 3.4 The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
- 3.5 Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of any terms of these Terms and Conditions.

4. Winning Entrants

- 4.1 The Daily Winning Entrants must claim their respective Daily Prizes in accordance with the instructions provided by the Promoter via the communication methods set out in the Prize Determination section in the Term Sheet. The Promoter will not be responsible for any delay, loss or damage to any Prize once it has left the supplier's premises.

5. Prizes

- 5.1 The prize consists of a number of individual Daily Prizes asset out in the Prize section of the Term Sheet.
- 5.2 Daily Prizes will be awarded to Daily Winning Entrants. If there is a dispute as to the identity of any Daily Winning Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of any Daily Winning Entrant.
- 5.3 The Daily Prizes must be taken as a whole and as stated in these Terms and Conditions, or as otherwise communicated by the Promoter to the Daily Winning Entrants. No alternative will be provided and no compensation will be payable if any Daily Winning Entrant is unable to use any Daily Prize.
- 5.4 The combined value of the Daily Prizes is calculated by the Promoter, being either the recommended retail price as provided by the supplier (inclusive of GST), or the value the Promoter is required to pay for the Daily Prize (as applicable) and is correct as at the start of the Competition.
- 5.5 If any Daily Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Daily Prize with a prize of equal or greater value.

6. Your information

- 6.1 The Promoter is bound by the *Privacy Act 1988* (Cth). Entrants' personal information will be collected by or on behalf of the Promoter in accordance with its Privacy Policy <https://www.pizzahut.com.au/privacy> to enable it to conduct the Competition, publicise the name of the Daily Winning Entrants and, where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
- 6.2 Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Daily Winning Entrants, and marketing and communications agencies.
- 6.3 The Daily Winning Entrants' details will be retained as required by relevant legislation and as specified in these Terms and Conditions.
- 6.4 Entrants can contact the Promoter by mail at Suite 2.02, Level 2, 65 Epping Road, Macquarie Park NSW 2113, to request access to, or corrections of, the Entrant's personal information held

by the Promoter.

7. Risk and liability

- 7.1 Entrants participate in this Competition, and uses the Daily Prizes, at his or her own risk.
- 7.2 The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 7.3 If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
- 7.4 To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to participation in this Competition and use of the Daily Prizes).
- 7.5 These Terms and Conditions are governed by the laws of the State of New South Wales.