

SpongeBob SquarePants Name the Sauce Promotion

TERMS AND CONDITIONS OF ENTRY

Competition	SpongeBob SquarePants – Name the Sauce
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 14 July 2021 (AEST).</p> <p><i>Closes:</i> 11:59 pm on Wednesday 28 July 2021 (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.
Entry	<ol style="list-style-type: none"> 1. To enter, an Entrant must, during the Entry Period: <ol style="list-style-type: none"> (a) successfully submit their suggested sauce name to Pizza Hut via the designated form on the website (www.pizzahut.com.au); accessed through the SpongeBob image tile on the 'Offers' page (b) provide first name, last name and email address. This will be used to contact the winner. No responsibility will be taken by the promoter for any incorrect spelling (c) accept the terms & conditions 2. Upon successful completion of 1(a), 1(b) & 1(c) above within the Entry Period, the responses will be read & the Winner will be selected. This is a game of skill and each entry will be individually judged based on appropriateness of name, originality and relevance as deemed by the judges. The Promoter's decision is final and no correspondence will be entered into. 3. Each entrant warrants to The Promoter that their entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify The Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth) or other applicable legislation. 4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by The Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. 5. Incomplete, indecipherable, or illegible entries will be deemed invalid. 6. Finalists as determined by the judges in their sole discretion will be notified via email by Tuesday 3 August 2021 and the winning sauce name will be announced via Pizza Hut Australia Social Media (Facebook: Pizza Hut, Instagram: @PizzaHutAU) on Wednesday 4 August 2021 7. The Winning Entrants will have 48hrs to respond to the email & claim their prize, else it will be forfeited 8. The Winning Entrants have until 15 August 2021 to specify their preferred date for the food element of the prize, which must be completed by 30th August 2021 9. In consideration of The Promoter accepting the entry, the entrant hereby permit their image and/or voice, as recorded, photographed or filmed during their participation in the

	<p>competition, and any materials, documents, recordings, comments and testimonials submitted to The Promoter, to appear in connection with the competition or the advertising or marketing thereof, in any media whatsoever throughout the world and the finalists will not be entitled to any fee for such use. The winner agrees to participate in promotional activities, including but not limited to interviews, photographs and filming, conducted by the Promoter or their agents without further remuneration.</p> <p>10. As a condition of entering into this competition, all entries submitted become the property of The Promoter and entrants agree to irrevocably assign all intellectual property rights, title and interest (including copyright) in and to their entry to The Promoter. Entrants acknowledge that The Promoter is free to use the entrant's entry and to exercise its rights in relation thereto and entrants will not be entitled to any fee for such use.</p> <p>11. The Winner will be required to seek approval by The Promoter to use any of the information submitted by the entrant in this competition for personal or professional use.</p> <p>12. The winner accepts the prize 'as is' and acknowledge that The Promoter accepts no responsibility for any tax implications that may arise from their prize winnings. Winner should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.</p> <p>13. All entrants agree to resign input to the way the entrant's entry is used by The Promoter, including logo design and advertising.</p> <p>14. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with the Prize, except for any liability which cannot be excluded by laws.</p> <p>15. The Promoter collects the entrant's personal information to conduct this competition and may, for this purpose, disclose such information to third parties, including without limitation, to its agents, contractors, affiliated entities, service providers, Prize suppliers and Australian regulatory authorities.</p> <p>16. Competition enquires should be directed to The Promoter via email to competitions@pizzahutaustralia.com.au</p>
Prize	<p>1. The winner will receive a 'SpongeBob SquarePants' spatula, a framed A4 print of SpongeBob SquarePants themed artwork with the winning sauce name and a Pizza Hut order, consisting of a '4+4' Pizza Hut Deal and 12 Wings</p> <p>2. Any unused portion of the Prize are not transferable or exchangeable and cannot be taken as cash.</p> <p>3. If due to reasons beyond The Promoter's control the Prize is unavailable, The Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification.</p>
Total Prize Value	\$AU \$250 including GST
Prize Determination	Upon successful completion of 1(a), 1(b) & 1(c) above within the Entry Period, the eligible entries will be reviewed by a panel of judges, based on the judging criteria in 2 above. The Winning Entrant will be contacted by the email submitted through the Entry Form and advised of their successful entry. The Winner will need to respond within 48hrs to claim the prize.
Prize Conditions	Any unused portion of the Prize are not transferable or exchangeable and cannot be taken as cash. If due to reasons beyond The Promoter's control the Prize is unavailable, The Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification.
Claim Period	This promotion ceases on 23:59 hrs AEST 28 July 2021.
Unclaimed Prize Determination	If any prize is unclaimed, then the prize will be forfeited.

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. Information on how to enter and claim prizes forms 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. Entry is free.
- 3.2 Entrants must submit an Entry in accordance with the Entry procedures under clauses 1, 2 and 3.
- 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 Entrants must claim the prize by no later than 5 August 2021. 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 one (1) SpongeBob SquarePants spatula, one (1) A4 framed artwork and (1) Pizza Hut delivery order defined within The Prize, valued at the Total Prize Value, redeemable only in accordance with these Terms and Conditions
- 5.2 If there is a dispute as to the identity of the Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 5.3 The prize will only consist of the prize identified in clause 5.1 of these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Entrant is unable to access or use their prize.

- 5.4 The value of the prize is the recommended retail price as provided by the supplier (inclusive of GST).
- 5.5 If the prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the 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 Winners 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 Winners, and marketing and communications agencies.
- 6.3 The Winners' 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 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 prizes).
- 7.5 These Terms and Conditions are governed by the laws of the State of New South Wales.