

Terms and Conditions of Entry for the "Win Dinner for Six at Brae" (Promotion)

Competition particulars	
Promoter	Koko Black ABN: 61610218383 Level 1, 110 Gaffney Street Coburg VIC 3058
Commencement Date	29/11/2018
Promotion Period	[9:00amAEST on Thursday 29 November 2018 – 11.59pm Thursday 31 January 2019]
Prize(s)	<p>One (1) winner will receive a Brae Restaurant gift certificate for dinner at Brae located at: 4285 Cape Otway Rd, Birregurra VIC 3242.</p> <p>Prize includes:</p> <ul style="list-style-type: none"> • Gift certificate to Brae valued at \$2700 • Dinner reservation at Brae for up to six (6) people <p>Residents of WA, ACT, SA, NSW, QLD, NT or TAS who receive the prize will also receive:</p> <ul style="list-style-type: none"> • Maximum six (6) return economy flights up to the value of \$450 per person for the winner and their guests to Melbourne (MEL) from the winner and their guests nearest capital city <p>Prize Special Conditions:</p> <ol style="list-style-type: none"> 1. All costs not expressly listed in the Prize description above, including but not limited to taxes (excluding GST), accommodation, transfers, fuel, frequent flyer points, passports, visas, vaccinations, in-flight meals and beverages, travel and other insurance, incidentals, items of a personal nature and any and all other ancillary expenses are the responsibility of each winner and each winner's guest. 2. Prizes must be claimed and winners must confirm their availability to take the prize by 03

May 2019 11:59pm AEST. In the event that a winner is unable to take the prize on the specified date, or has not claimed the prize and confirmed their availability to take the prize by 03 May 2019 11:59pm AEST, the winner's entry will be deemed invalid and the Promoter reserves the right to award the prize to the next valid entry at 06 May 2019 9:30am AEST, judged at the same location to distribute the prize.

3. It is the responsibility of the winner to make the reservation at Brae. The winner will be provided with an electronic gift voucher, which they can use to book online at <https://braerestaurant.com/reservations/>
The reservation date is subject to approval by Brae and its owners and it is to be noted Brae can have a minimum three (3) month waiting list. The Winner must redeem their gift certificate within a 12-month period from the date of issue on the gift certificate.
4. The Brae gift certificate can be redeemed in one transaction or across multiple transactions within the expiry period issued on the gift certificate. In the event the Winner opts to redeem the gift voucher over multiple bookings, there will be no additional flights provided to winners outside of Victoria.
 - a) If the Winner redeems the Brae gift voucher over multiple bookings, the Winner consents to all clauses outlined in the terms and conditions.
5. If the Winner and/or their guests reside in NSW, WA, ACT, SA, QLD, NT or TAS travel must be taken on the same day as the Brae reservation date and must be taken within 12 months of competition draw. If travel has not been redeemed within this time period, the travel Prize shall be deemed null and void. Prizes are not transferable or exchangeable and cannot be taken as cash.
It is the responsibility of the winner to inform Koko Black of all details of travellers including

full name and contact information, at the time the dinner reservation is confirmed with Brae. Flight bookings are subject to availability and are not re-routable. Once booked, any changes may incur a cancellation fee or amendment fee at the cost of the Winner. Once tickets have been issued they cannot be changed. Travel arrangements to and from the nearest capital city airport do not form part of the prize and are the responsibility of the Winner and their guests.

Neither Koko Black nor their associated companies will be held liable for any loss, damage or injury of the results directly or indirectly from the Winner and their guests taking part in any aspect of the prize. The Winner and their guests agree that they take full responsibility for any activities engaged in while travelling and engaging in the Prize package and will take out appropriate travel insurance.

6. It is a condition of accepting the Prize that the winner and the winner's travel guests arrange, at their own expense, valid travel insurance with the highest available coverage for their period of travel. Each winner and the travel guest may be required to provide evidence of appropriate travel insurance prior to the winner and the travel guest availing of, or participating in, any element of the Prize. The winner and the Travel Guests are also solely responsible for ensuring that they have any necessary travel documentation.
7. Where applicable, all travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability.
8. No portion of the Prize is redeemable for cash. Prizes are non-refundable or transferable
9. Winner and their guest must be 18 years or over.

	<p>10. Redemption, participation in and acceptance of the Prize is subject to the terms and conditions of the relevant airlines, and any other service provider or Prize Supplier associated with the Promotion. The Promoter and all service providers and prize suppliers associated with the Promotion expressly reserve the right to eject the winner and the travel guests for any inappropriate behaviour while participating in any element of the Prize.</p>
Eligible Entrants	<p>Must be aged 18 years+</p> <p>Must reside in a specified Region (s)</p>
Eligible Guests	<p>Must be aged 18 years +</p> <p>Must reside in specified Region(s)</p>
Applicable Permits	<p>NSW: Permit LTPS/18/30327 ACT: Permit ACT TP 18/02240 SA: License Number T18/2049</p> <p>VIC/WA/NT/TAS/QLD: Permit N/A</p>
Region	<p>Australia</p>
Entry Requirements	<p>1. Entry is via the Internet (Web Entry) and in-store at any Koko Black nationally.</p> <p>2. Eligible Entrants can complete their Eligible Entry during the Promotion Period by:</p> <p>(a) submitting their Promotion Entry on the online entry site (Online Entry Form) or at any Koko Black store nationally, including:</p> <p>i. all details required on the Online Entry Form, including their first name, last name, contact phone number, post code and email address.</p> <p>ii. indicating their acceptance of the Conditions of Entry.</p> <p>3. Eligible Entrants must submit their entries manually using an internet browser or in person at any Koko Black storey nationally.</p>

	4. Eligible Entrants may enter the Promotion once, provided the entry form and indication of acceptance of these Conditions of Entry are entered
Verification Requirements	<p>Within the time requested by the Promoter at its absolute discretion, you must:</p> <p>(a) Appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if drawn) and compliance with these Conditions of Entry; and</p>
Winner Selection Process	One (1) Winner will be selected at random at the conclusion of the Promotion Period.
Draw Location	Koko Black ABN: 61610218383 Level 1, 110 Gaffney Street Coburg VIC 3058
Draw Time and Date	01 February 2019, 09:30am AEST.
Online Entry Form	www.kokoblack.com/danhunter
Total Prize Pool Value	\$5,700 AUD inc GST.
Winner Notification Process	<p>Winner will be notified by telephone and/or email.</p> <p>In the event a Winner does not claim the prize within three (3) months of being notified, the prize will be re-drawn as per the Winner Selection Process.</p>
Winner Announcement	Winner will be published online at kokoblack.com and announced via our social media channels (i.e. Instagram) on 04 February 2019. If applicable, the re-draw winner announcement will be published on 07 May 2019.

BACKGROUND

1. Information on How to Enter and Prize information form part of these Conditions of Entry (**Conditions of Entry**).
2. Entry into the promotion is deemed acceptance of these Conditions of Entry.

3. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.

4. All Entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

6. If applicable, the Promoter holds the Applicable Permits.

PROMOTION PERIOD

7. The Promotion will commence on the Commencement Date and run for the Promotion Period.

8. Entry in the Promotion is open to anyone 18 years and over with the exception of:

(a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize);

(b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Conditions of Entry; and

(c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

(Eligible Entrants)

The persons referred to in paragraph 8(b) of these Conditions of Entry includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

10. The Entrant may enter the Promotion by submitting an eligible entry in accordance with the Entry Requirements.

11. Any costs associated with accessing the Promotion website are the Entrant's sole responsibility and are solely dependent on the internet and/or mobile service provider used.

12. The Promoter is not responsible for technical difficulties with the entry mechanism.

13. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.

14. Incomplete, illegible, indecipherable or incorrect entries (as determined by the Promoter, at their absolute discretion) are not eligible to win.

15. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

VERIFICATION

16. If requested by the Promoter, Eligible Entrants must comply with the Verification Requirements.

17. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the Eligible Entrant will be deemed invalid.

18. The Prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that the Eligible Entrant cannot provide suitable validation or verification, the Eligible Entrant will forfeit the Prize and no substitute will be offered.

19. All costs associated or arising in connection with the Prize, where not specified in the Prize details, are the sole responsibility of the Prize.

21. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

WINNERS SELECTION AND INFORMATION

22. The competition winners will be selected in accordance with the Winner Selection Process.

23. This will be conducted at the Draw Location by a representative of the Promoter at the Draw Time and Date in accordance with the Draw Process.

24. The total value of the Prize(s) is the Total Prize Pool Value.

NOTIFICATION OF PRIZE WINNERS

25. The Prize winners will be notified in accordance with the Winner Notification Process.

GENERAL

26. The Prize is not transferable or exchangeable. The Prize must be taken as offered and may not be varied.

27. The Promoter shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way before it reaches the winner or after it has been released to the winner.

28. The Promoter accepts no responsibility whatsoever for any variation in the value of the Prize from the time of printing Promotion materials.

29. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by State and / or Territory Gaming Departments.

30. The Promoter accepts no responsibility whatsoever for any entries not received for any reason during the Promotion Period. The Promoter does not warrant that the entry mechanism will be available, or the Participating Outlets will be open, at all times during the Promotion Period.

31. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and / or Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.

32. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

33. The Promoter reserves the right to change the Promotion, or part of the Promotion, at any time, subject to legislative approval.

34. The Promoter, the Promoter's related entities, the Participating Outlets and all agencies associated with the Promotion; and the employees, agents, directors and contractors, of all entities referred to in paragraph 8(a), shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

35. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the Prize.

36. The Prize winner must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

37. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

38. All entries become the sole property of the Promoter.

39. All information Entrants provide (**Personal Information**) will be used by the Promoter for the purpose of conducting this Promotion and may be entered into a database and the Promoter, the Promoter's related entities, agencies engaged by the Promoter, or any other third party nominated by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.

40. The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

41. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address above. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. All Personal Information will be securely stored by the Promoter.

42. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. You can view the Koko Black privacy policy at <https://www.kokoblack.com/pages/privacy-policy>