# "YOUR LOCAL CLUB PERFECT PLATE AWARDS" 2025 PROMOTION

# **TERMS AND CONDITIONS**

- 1. The "Your Local Club Perfect Plate Awards" Promotion consists of four (4) parts:
  - Part 1: Perfect Plate Clubs Game of Skill Competition;
  - Part 2: Perfect Plate Patron Game of Skill Competition Foodie Escape;
  - Part 3: Perfect Plate Patron Random Draw Competition- Dining Vouchers; and
  - Part 4: Perfect Plate Clubs Random Draw Competition Lucky Door Prize

Part 1, Part 2, Part 3 and Part 4 are collectively referred to as the "**Promotion**" and comprise the "**Terms and Conditions**".

- 2. Information on how to enter, vote and participate in the Promotion and the prizes to be won through the Promotion are contained in these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions and the Promoter's Personal Information Collection Notice, which can be viewed at <a href="https://www.clubsnsw.com.au/sites/default/files/2025-01/PP25\_PICollection.pdf">https://www.clubsnsw.com.au/sites/default/files/2025-01/PP25\_PICollection.pdf</a>.
- 3. The promoter is The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney, NSW 2000 ("**Promoter**"). The Promoter is conducting the Promotion.
- 4. The organisations benefiting from this Promotion are each of the Eligible Clubs which enter the Perfect Plate Clubs Game of Skill Competition in accordance with these Terms and Conditions.
- 5. The following persons are prohibited from participating in the Promotion:
  - employees of the Promoter and their immediate families;
  - any persons conducting the Promotion, including any person who determines who is to win a prize in the Promotion; and
  - a person who is involved in the management of any organisation benefiting from this Promotion, including each of the Eligible clubs which enter the Perfect Plate Clubs Game of Skill Competition in accordance with these Terms and Conditions.

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

6. The Promotion commences at 9:00AM AEDT on 10 March 2025 and ends at 11:59PM AEST on 15 June 2025 ("**Promotional Period**").

# PART 1: PERFECT PLATE CLUBS GAME OF SKILL COMPETITION

#### **General Information**

- 7. The Perfect Plate Clubs Game of Skill Competition commences at 9:00AM AEDT on 10 March 2025 and ends at 11:59PM AEST on 18 April 2025.
- 8. Entry into the "Perfect Plate Clubs Game of Skill Competition" is only open to clubs in New South Wales that hold a current membership with the Promoter ("**Eligible Club**").
- 9. To be eligible to enter under a competition category listed in clause 17:
  - (a) for the Regional Categories and Club Size Categories, an Eligible Club must create a savoury dish, which must not be a Pizza or dessert dish, and list it on their menu for the Voting Period (**Main Plate Competition Dish**);

- (b) for the Best Pizza Category, an Eligible Club must create a pizza dish and list it on their menu for the Voting Period (**Pizza Competition Dish**); and
- (c) for the Best Dessert Category, an Eligible Club must create a dessert dish and list it on their menu for the Voting Period (**Dessert Competition Dish**).
- 10. References to "**Competition Dish**" in these Terms and Conditions refers to a dish which is eligible to be submitted to enter a particular competition category, in accordance with clause 9.
- 11. The Competition Dish must be displayed and sold as a full-priced item and not at a discounted price, except where the Competition Dish is discounted as a result of a valid club member discount being applied. A Competition Dish which is designed to be shared among more than one (1) person can only receive one (1) vote per purchase.
- 12. To enter a Competition Dish, Eligible Clubs must complete the following steps:
  - Visit <u>www.perfectplate.com.au</u> ("**Promotion Entry Page**");
  - Follow the prompts to the Promotion Entry Page;
  - Input the requested details in the entry form on the Promotion Entry Page, being the first and last name, mobile number, email address and job title of the Eligible Club's primary contact, and the name of the Eligible Club;
  - Click the "Next' button to agree to these Terms and Conditions and the Promoter's Personal Information Collection Notice, and to consent to the conduct of the Promotion;
  - Input the name of the eatery within the Eligible Club serving the Competition Dish, the name of the Competition Dish, a description of the Competition Dish, the name of the chef who created the Competition Dish, the sale price of the Competition Dish and an image of the Competition Dish; and
  - Submit the fully completed entry form between 9:00AM AEDT on 10 March 2025 and 11:59PM AEST on18 April 2025.
- 13. By submitting an entry in the Clubs Game of Skill Competition, the Eligible Club is providing its written consent to the conduct of the Promotion.
- 14. Eligible Clubs may submit more than one (1) entry, subject to the following: (a) only one (1) Main Plate Competition Dish, one (1) Pizza Competition Dish, one (1) Dessert Competition Dish can be entered per restaurant/eatery within an Eligible Club; (b) each Competition Dish entered by an Eligible Club must be substantially unique to any other Competition Dish entered by the same Eligible Club; and (c) each Competition Dish must be submitted separately and in accordance with entry requirements set out in these Terms and Conditions.
- 15. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from Eligible Patrons during the Voting Period for each eligible Competition Dish.
- 16. If physical voting forms are completed by Eligible Patrons in accordance with clause 48, Eligible Clubs are responsible for uploading a copy of the physical voting forms completed by Eligible Patrons in accordance with clause 48 and the corresponding purchase receipt to the Perfect Plate website www.perfectplate.com.au using the club register portal by 5:00PM AEST on 18 June 2025 in order for the Promoter to count the vote recorded on the physical voting form. The Promoter reserves the right to require the Eligible Club to send the Promoter the physical voting forms and the corresponding purchase receipt for verification purposes, and if such request is made by the Promoter, the Eligible Club must provide the physical voting forms and corresponding purchase receipt to the Promoter before 5:00PM AEST on 28 June 2025. If the physical voting forms and corresponding purchase receipt are not received by this date, the Promoter may deem the entry to be invalid. Any physical voting forms uploaded by an Eligible Club which does not contain a corresponding purchase receipt will be deemed invalid. Physical voting forms provided to Eligible Patrons must not be altered or modified by the Eligible Club. Any physical voting forms uploaded by an Eligible Club which have been altered or modified by an Eligible Club will be deemed invalid. Staff of Eligible Clubs are prohibited from completing a voting form (including the score) on behalf of the entrant.

# **Competition Categories**

- 17. Entries will be divided into:
  - (a) Regional Categories;
  - (b) Club Size Categories;
  - (c) Best Pizza Category; and
  - (d) Best Dessert Category.

The Regional Categories and Club Size Categories listed below are based on the location and size of the Eligible Club. The Club Size categories are also based on the size of each of the Eligible Clubs' current membership numbers in the Promoter's database as at the commencement date of the Promotional Period.

The 13 regional categories ("**Regional Categories**") are listed below:

- Newcastle & Hunter Valley
- Far North Coast
- New England Tablelands & North West
- Central West
- Riverina & South West
- Southern Tablelands & Far South Coast
- Illawarra & Shoalhaven
- Southern Metropolitan
- Western Metropolitan
- Eastern Metropolitan
- Northern Metropolitan
- North West Metropolitan
- Central Coast

The three (3) club size categories ("Club Size Categories") are listed below:

- Small: 0 5,000 members
- Medium: 5,001 30,000 members
- Large: 30,001+ members
- 18. The Best Pizza Category is based on votes received from Eligible Patrons across all participating Eligible Clubs in New South Wales (as set out in clause 30).
- 19. The Best Dessert Category is based on votes received from Eligible Patrons across all participating Eligible Clubs in New South Wales (as set out in clause 33 and 35).

#### 13 Regional Categories Prize

- 20. One (1) Perfect Plate 2025 plaque will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has entered a Competition Dish that receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions.
- 21. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) Perfect Plate 2025 plaque will be awarded to each of the tied Eligible Clubs.

- 22. One (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
- 23. One (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.

# Club Size Category Prize

- 24. The Eligible Club in each Club Size Category that submits the Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in each Club Size Category will win one (1) Perfect Plate 2025 plaque and a local promotional media campaign which is managed, booked and paid for by the Promoter valued at \$10,000 to promote the Eligible Club to the public ("**Media Campaign**"). There are three (3) Media Campaigns to be won, one for each Club Size Category. The Media Campaign consists of the following:
  - (a) at the Promoter's sole discretion, the Promoter will manage and book either one or a combination of the below advertising mediums to promote the winning Eligible Club:
    - i. local radio advertising;
    - ii. print advertising; and
    - iii. social media advertising.
  - (b) supporting the winning Eligible Club in creating Media Campaign content, materials, and collateral, with the Promoter having final approval. The Eligible Club will be primarily responsible for content creation, with the Promoter providing assistance as appropriate in the Promoter's sole discretion;
  - (c) the frequency, dates and times of publishing the advertisements is at the discretion of the Promoter; and
  - (d) the total value of the media campaign is \$10,000.
- 25. The total amount of the Media Campaign must be redeemed by 15 October 2025. If the Media Campaign prize has not been redeemed after 15 October 2025, the Media Campaign will be forfeited.
- 26. Only the Promoter is permitted to book and pay for the advertising included in the Media Campaign prize. The winner of the Media Campaign prize must not book or pay for such advertising themselves.

If two (2) or more Eligible Clubs in the same Club Size Category receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the

same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Competition Dishes. The best Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the Media Campaign.

- 27. One (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
- 28. One (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the "Your Local Club Perfect Plate 2025" branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.

## Best Pizza Category Prize

- 29. The Best Pizza Category prize sponsor is Marana Forni Australia Pty Limited (ABN 67 616 311 614) and its related entities ("**Marana**").
- 30. The Eligible Club that submits the Pizza Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received from Eligible Patrons from all participating Eligible Clubs across New South Wales (**Winning Pizza Competition Dish**) will win a Marana gift voucher valued at \$5,000 to spend on Marana products. The Eligible Club of the Winning Pizza Competition Dish will also receive one (1) Perfect Plate 2025 plaque from the Promoter.
- 31. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Pizza Competition Dishes. The best Pizza Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 30.

# Best Dessert Category Prize

- 32. The Best Dessert category prize sponsor is Fonterra Australia Pty Ltd and its related entities ("**Fonterra**").
- 33. **Major Prize:** The Eligible Club that submits the Dessert Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received from Eligible Patrons from all participating Eligible Clubs across New South Wales (**Winning Dessert Competition Dish**) will win an opportunity for one (1) nominated representative of the Eligible Club, namely, its chef who

created the Winning Dessert Competition Dish (Nominated Representative), to be flown to Melbourne return from Sydney, to participate in a one (1) day mentoring experience, with Anchor™ Food Professionals' Executive Chef, Mark Normoyle, including the Nominated Representative recreating their winning dish for a professional photoshoot, Mark Normoyle sharing industry expertise and a dining experience at one (1) of Melbourne's renowned restaurants, to be nominated by Fonterra (Mentoring Experience). This prize includes one (1) return economy class airfare from Sydney to Melbourne airport booked by the winning Eligible Club via a representative of Fonterra nominated by the Promoter in writing to the winning Eligible Club, event transfers, set meals and one night's accommodation, at a venue to be confirmed by Fonterra. Fontera will use best efforts to ensure that the Nominated Representative's dietary requirements are accommodated but cannot guarantee that this will be the case. The Eligible Club and its Nominated Representative agree that the outputs of the professional photoshoot will be turned into assets for usage by Fonterra, the Promoter and the Eligible Club for promotional purposes (Advertising Package). The Eligible Club the Winning Dessert Competition Dish will also receive one (1) Perfect Plate 2025 plague from the Promoter. The Major Prize is valued at \$10,000. The date of the Mentoring Experience is subject to the availability of Mark Normoyle. The Prize must be redeemed by 31 October 2025 otherwise the prize will be forfeited.

- 34. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Dessert Competition Dishes. The best Dessert Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 32.
- 35. **Runner Up Prize:** The Eligible Club that submits the Dessert Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons from all participating Eligible Clubs across New South Wales will win a supply of Anchor™ Food Professionals products for their club kitchen as detailed as follows, the Eligible Club winner of this prize will nominate one (1) representative to be responsible for selecting Anchor™ Food Professionals product to the value of \$5,000 and provide Fonterra with the necessary delivery details to deliver the product (Representative name, Representative phone number, Representative email, Delivery address, Delivery times and date). If any part or all of this prize is unavailable because of unforeseeable or other special circumstances, Fonterra, may at its sole discretion, reserve the right to substitute this prize (or that part of the prize) with a prize which is similar to the specified prize and is of equal or greater value.
- 36. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Dessert Competition Dishes. The best Dessert Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 35.
- 37. The Eligible Club winners of the prizes outlined in clause 33 and 35 must take up or redeem prizes prior to 31 October 2025. Fonterra may also require the abovementioned winners of both prizes to execute a Prize Fulfilment Agreement and/or a Free Goods Form as a condition of accepting the prizes outlined in clause 33 and 35. The prize winning Eligible Club(s) and their nominated representatives will be required to and irrevocably grant Fonterra the unrestricted right to use the nominated representative's name, photograph, image, words, voice, artwork and any video/audio recording of the nominated representative, without charge and royalty free, for the promotion of Fonterra's business and products in editorial, trade, website, social media, advertising, television or any other manner or medium and to alter the same without restrictions, further reward or remuneration. The prize winning Eligible Club(s) and their nominated representative's name, photograph, image, words, voice, artwork and any video/audio for the promoter the unrestricted right to use the nominated representative, without charge and royalty free, for the promotion of Fonterra's business and products in editorial, trade, website, social media, advertising, television or any other manner or medium and to alter the same without restrictions, further reward or remuneration. The prize winning Eligible Club(s) and their nominated representative's name, photograph, image, words, voice, artwork and any video/audio recording of the nominated representative, without charge and royalty free, for promotional

purposes on its website, intranet, social media and in advertising, television or any other manner or medium and to alter the same without restrictions, further reward or remuneration.

#### Announcement of Winners

- 38. The winners of the Perfect Plate Clubs Game of Skill Competition will be announced at the Perfect Plate Award Night on Tuesday, 15 July 2025 ("Perfect Plate Award Night"). If for any reason a winner of the Perfect Plate Clubs Game of Skill Competition does not claim their prize at the Perfect Plate Award Night, and the Promoter cannot reasonably contact the winner by text message (SMS), telephone call and email using the contact details submitted by the winning Eligible Club, the name of the Winning Eligible Club will be published on the Promoter's website <u>www.clubsnsw.com.au/perfect-plate-winners</u> on Wednesday, 16 July 2025 for a period of 14 days. If for any reason, the winner fails to contact the Promoter to claim their prize by 5:00PM AEST on 30 July 2025, the prize will be forfeited.
- 39. The plaques and digital posters and Media Campaign prizes will be awarded to the Eligible Club named in the entry form submitted by the respective winning Eligible Club. If the chef who created the winning Competition Dish is not able to attend the Perfect Plate Award Night, the Eligible Club may nominate another member of their kitchen team or club to accept the prize.

#### Acknowledgements

- 40. Entrants agree that they are fully responsible for any materials they submit via the Promotion, including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the terms in this clause 40.

- 41. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates, contractors and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 42. Where the Promoter provides marketing materials and collateral (**Promoter Marketing Collateral**) to an Eligible Club, the Promoter provides the Eligible Club with a non-exclusive, royalty-free revokable licence to use the Promoter Marketing Collateral, and any Promoter

logos and trade marks included therein, to promote the Promotion to the Eligible Club's patrons, subject to the Eligible Club agreeing that when communicating the Promoter Marketing Material to its patrons:

- (a) The Eligible Club will comply with the Promoter's brand guidelines provided to it; and
- (b) it will not alter or modify any Promoter logo or trade mark.
- 43. The Perfect Plate Clubs Game of Skill Competition is a game of skill and chance plays no part in determining the winning Eligible Club and Competition Dish.

## PART 2: PERFECT PLATE PATRON GAME OF SKILL COMPETITION

#### **General Information**

- 44. The Perfect Plate Patron Game of Skill Competition commences at 9:00AM AEST on 2 May 2025 and ends at 11:59PM AEST on 15 June 2025.
- 45. To be eligible to vote in the Perfect Plate Patron Game of Skill Competition the patron must meet the following criteria:
  - (a) be an Australian resident;
  - (b) be 18 years of age or over ("Eligible Patron").
- 46. For abundant clarity, past winners of the Perfect Plate Patron Game of Skill Prize Competition
  Foodie Escape ("Past Winners") are not eligible to win the 2025 Foodie Escape Prize.
  However, Past Winners are eligible to participate in the Perfect Plate Patron Random Draw Dining Vouchers
- 47. The Promoter reserves the right, in its sole discretion, to require proof of identity and residency in a form acceptable to the Promoter to verify a person's eligibility to enter the Promotion, redeem a prize or for any other reason the Promoter deems necessary to administer the Promotion in accordance with these Terms and Conditions. Failure to provide proof of identity and residency to the satisfaction of the Promoter in a timely manner, may result in the Promoter (in its sole discretion) disqualifying the entrant from the Perfect Plate Patron Game of Skill Competition.
- 48. To vote, patrons must complete the following steps:
  - Visit an Eligible Club between 9:00AM AEST on 2 May 2025 and 11:59PM AEST on 15 June 2025;
  - Order and pay for a Competition Dish from an Eligible Club and obtain a purchase receipt showing that the Competition Dish has been purchased. It is the patron's responsibility to obtain a purchase receipt from the Eligible Club;
  - Scan the QR code located in the Eligible Club and follow the prompts to the Promotion Entry Page (<u>www.perfectplate.com.au</u>) or search for and select the Eligible Club on the Promotion Entry Page (<u>www.perfectplate.com.au</u>);
  - Input the requested details, being the patron's first name, last name, email address, telephone number and a rating between 1 to 5 for the Competition Dish;
  - Agree to these Terms & Conditions and the Promoter's Personal Information Collection Notice, and upload a copy of the patron's purchase receipt showing that the Competition Dish has been purchased; and
  - Submit the fully completed voting form between 9:00AM AEST on 2 May 2025 and 11:59PM AEST on 15 June 2025 ("Voting Period").

OR

• Visit an Eligible Club between 9:00AM AEST on 2 May 2025 and 11:59PM AEST on 15 June 2025;

- Order and pay for a Competition Dish from an Eligible Club and obtain a purchase receipt showing that the Competition Dish has been purchased. It is the patron's responsibility to obtain a purchase receipt from the Eligible Club;
- Obtain a physical voting form from a member of staff at the Eligible Club;
- Input the requested details, being the patron's first name, last name, email address, telephone number and a rating between 1 to 5 for the Competition Dish;
- Tick the checkbox agreeing to these Terms & Conditions and the Promoter's Personal Information Collection Notice, and attach a copy of the patron's purchase receipt showing that the Competition Dish has been purchased; and
- Return the fully completed physical voting form with the Competition Dish purchase receipt attached to the eatery/restaurant cashier within the Eligible Club or place the fully completed voting form with the Competition Dish purchase receipt attached in the voting box provided in the Eligible Club between 9:00AM AEST on 2 May 2025 and 11:59PM AEST on 15 June 2025 ("Voting Period").

Patrons who visit multiple eateries/restaurants must use the same email address or telephone number in the voting form to ensure that the number of votes submitted by that patron are tallied under one (1) individual for the purpose of determining prize eligibility.

- 49. Eligible Patrons may submit more than one (1) vote, subject to the following: (a) only one (1) vote is permitted per eatery/restaurant within an Eligible Club; (b) a purchase receipt cannot be used by more than one (1) Eligible Patron to vote on the same Competition Dish unless the purchase receipt shows that a Competition Dish has been purchased for each of the Eligible Patrons; and (c) each vote must be submitted using a separate entry form and must be submitted in accordance with the voting requirements contained in these Terms and Conditions.
- 50. The Promoter reserves the right, at any time and in its sole discretion: (a) to invalidate any votes which it reasonably suspects have been submitted by any entrant and/or club using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts; and/or (b) to disqualify any entrant or club (or invalidate their entry) if the Promoter reasonably suspects that the entrant or club has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions; and/or (c) to invalidate any voting forms which the Promoter reasonably suspects has been completed and submitted by staff of an Eligible Club on behalf of an entrant or to falsely impersonate an entrant and/or to disqualify any club which the Promoter reasonably suspects has fraudulently submitted voting forms or permitted its staff to complete voting forms on behalf of entrants.
- 51. Eligible Patrons who submit their vote electronically must retain their original purchase receipt for their vote as proof of purchase. Failure to produce the original proof of purchase for a vote when requested by the Promoter may, in the sole discretion of the Promoter, result in invalidation of an Eligible Patron's vote, the corresponding Eligible Club's entry and forfeiture of any right to a prize.

#### Perfect Plate Patron Game of Skill Prize – Foodie Escape

52. At the conclusion of the Promotional Period, the Promoter will tally the number of votes received from each Eligible Patron during the Voting Period. The Eligible Patron who visited the highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 48 above, will win one (1) "Foodie Escape" for two (2) people valued at up to \$3,500 ("Foodie Escape Prize"). The Eligible Patron who visited the second highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 48 above will win one (1) Foodie Escape for two (2) people valued at up to \$3,500. In the event of a tie between two (2) or more Eligible Patrons, the winning Eligible Patron will be determined in accordance with clause 59.

- 53. Each Foodie Escape is available for use only by the winning Eligible Patron and one (1) guest of the winning Eligible Patron. The winning Eligible Patron and the winning Eligible Patron's guest must be Australian residents aged 18 years or over. The Foodie Escape Prize must be used within 53 months from the date of completion of the Game of Skill Competiton, being 15 June 2025 and if it is not used in this time period, the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have visited the next highest or second highest number of eateries/restaurants at Eligible Clubs (as the case may be) and voted for a Competition Dish at those eateries/restaurants by completing the steps in clause 48 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape to use the prize. If the subsequent winner does not use the Foodie Prize within this time period, then the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have visited the next highest or second highest number of eateries/restaurants at Eligible Clubs (as the case may be) and voted for a Competition Dish at those eateries/restaurants by completing the steps in clause 48 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape to use the prize.
- The Promoter will notify the winners of the Foodie Escape on Tuesday, 15 July 2025 using the 54. contact details provided by the winning Eligible Patron. The details of the Foodie Escape will be sent to the winning Eligible Patron within 14 days of the winning Eligible Patron responding to the Promoter, subject to eligibility requirements. If the winning Eligible Patron does not respond to the Promoter confirming acceptance of the Foodie Escape within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron's first name and surname will be published on the Promoter's website www.clubsnsw.com.au/perfect-plate-winners. If the winning Eligible Patron does not contact the Promoter to claim the Foodie Escape within seven (7) days of the Promoter publishing their details on the Promoter's website or the Eligible Patron responds to the Promoter declining the Foodie Escape Prize, the Foodie Escape will be forfeited, and the Foodie Escape will be awarded to the Eligible Patron that is determined by the Promoter to have visited the next highest or second highest number of eateries/restaurants at Eligible Clubs (as the case may be) and voted for a Competition Dish at those eateries/restaurants by completing the steps in clause 48 above. The winning Eligible Patron of any unclaimed Foodie Escape will be notified in accordance with these Terms and Conditions within seven (7) days of the date on which they are determined to be the unclaimed Foodie Escape Prize winner. If the winning Eligible Patron of any unclaimed Foodie Escape does not respond to the Promoter confirming acceptance of the Foodie Escape within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron's first name and surname will be published on the Promoter's website www.clubsnsw.com.au/perfect-plate-winners. If the winning Eligible Patron of the unclaimed Foodie Escape does not contact the Promoter to claim the Foodie Escape within seven (7) days of the Promoter publishing their details on the Promoter's website or the winning Eligible Patron responds to the Promoter declining the Foodie Escape Prize, the Promoter will award the Foodie Escape to the Eligible Patron that is determined by the Promoter to have visited the next highest number of eateries/restaurants at Eligible Clubs (as the case may be) and voted for a Competition Dish at those eateries/restaurants by completing the steps in clause 48 above in accordance with the requirements under this clause. If the Foodie Escape remains unclaimed after following the steps set out in this clause, the Foodie Escape will be forfeited.
- 55. The Foodie Escape will occur by 15 November 2025 ("**Specified Period**") on the dates and for the length of time determined by the Promoter (in its sole discretion). The winners of the Foodie Escape must be able to attend the Foodie Escape on the dates nominated by the Promoter during the Specified Period. The Promoter will book and pay for all transport, accommodation, dining experiences and entertainment as part of the Foodie Escape, subject to availability at the time of booking. The Foodie Escape will start and end in New South Wales. The Promoter will provide the winning Eligible Patron with gift card vouchers, valued at an amount determined by the Promoter (in its sole discretion), to use during the dining experiences organised by the Promoter as part of the Foodie Escape.
- 56. Any costs which exceed the total value of the Foodie Escape, including any fees associated with the cancellation or modification of the whole or any part of the Foodie Escape itinerary, are

the sole responsibility of the winning Eligible Patron. The value of the Foodie Escape will not be refunded to the winner or replaced if the Foodie Escape is cancelled or modified by the winning Eligible Patron, or if the winning Eligible Patron is unable to attend the Foodie Escape on the dates nominated by the Promoter within the Specified Period. The winning Eligible Patron is responsible for paying any charges incurred by the Promoter as a result of the winning Eligible Patron cancelling or modifying the whole or any part of the Foodie Escape.

- 57. The Promoter is not responsible for any costs associated with modifications to or cancellations of the original booking for the Foodie Escape. If the final amount of the Foodie Escape is less than the value of the Foodie Escape, no credit will be issued to the winning Eligible Patron. All taxes, fees, charges and surcharges applicable to the Foodie Escape are payable by the winning Eligible Patron and are the sole responsibility of the winning Eligible Patron. Unless otherwise stated, the Foodie Escape does not include travel insurance, flights, passports, visas, meals, transport, taxes and any other costs not included in the Foodie Escape as specified in these Terms and Conditions.
- 58. It is the sole responsibility of the winning Eligible Patron and their guest to comply with any health or other government directions and any terms and conditions imposed by a supplier or provider as part of the Foodie Escape. The Promoter makes no representation as to the safety, condition or suitability of any destination, accommodation, eatery, venue or other event which forms part of the Foodie Escape.
- 59. In the event of a tie between two (2) or more Eligible Patrons who have each visited the highest or second highest number of eateries/restaurants at Eligible Clubs and voted for a Competition Dish at each of those eateries/restaurants by completing the steps in clause 48 above within the Voting Period, the Eligible Patrons who have tied must each submit a written statement to the Promoter in 100 words or less describing why they would like to win the Foodie Escape ("**Statement**"). The tied Eligible Patrons must each submit their Statement within seven (7) days of the Promoter requesting the Statement from them. The Promoter will award the Foodie Escape to one (1) of the tied Eligible Patrons which, in the Promoter's sole discretion, has submitted the best answer.
- 60. The Perfect Plate Patron Game of Skill Competition is a game of skill and chance plays no part in determining the winning Eligible Club or Eligible Patron.

# PART 3: PERFECT PLATE PATRON RANDOM DRAW COMPETITION- DINING VOUCHERS

- 61. Eligible Patrons who vote during the Voting Period will be automatically entered into a random draw conducted by randomdraws.com.au by Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330) (<u>https://www.randomdraws.com/au/</u>) ("**Perfect Plate Random Draw**") to win one (1) of 45 gift card vouchers valued at \$100 each ("**Dining Vouchers**"). There are 45 vouchers valued at \$100 each to be won.
- 62. One (1) valid entry submitted by an Eligible Patron into the Perfect Plate Patron Game of Skill will result in one (1) entry into the Perfect Plate Random Draw.
- 63. One (1) Eligible Patron will be drawn at random from the Perfect Plate Random Draw on each day of the Voting Period to win a Dining Voucher.
- 64. The Promoter will notify the winners of the Dining Vouchers on Tuesday, 15 July 2025 using the contact details provided by the Eligible Patron. The Dining Voucher will be posted to the address provided to the Promoter by the winning Eligible Patron within 14 days of the winning Eligible Patron responding to the Promoter accepting the Dining Voucher, subject to eligibility requirements. If the winning Eligible Patron does not respond to the Promoter confirming acceptance of the Dining Voucher within seven (7) days of being notified by the Promoter by text message (SMS), telephone call and email, the winning Eligible Patron's first name and surname will be published on the Promoter's website <u>www.clubsnsw.com.au/perfect-plate-winners</u>. If the winning Eligible Patron does not contact the Promoter to claim the Dining Voucher within seven (7) days of the Promoter will be entitled to announce

another winner selected randomly from the Perfect Plate Random Draw within the seven (7) day period immediately after the last date for the initial winning Eligible Patron to claim the Dining Voucher. If the Dining Vouchers remain unclaimed after the Promoter has drawn two (2) winners for the same unclaimed Dining Voucher, and both winners have each failed to claim the Dining Voucher despite the Promoter making all reasonable inquiries to contact the winners, the Dining Voucher will be forfeited.

- 65. Any ancillary costs associated with redeeming the Dining Vouchers are not included. Any unused balance of the Dining Vouchers will not be awarded as cash. Redemption of the Dining Vouchers is subject to any terms and conditions of the issuer, including those specified on the Dining Vouchers.
- 66. The Perfect Plate Random Draw is a game of chance.

## PART 4: PERFECT PLATE CLUBS RANDOM DRAW - LUCKY DOOR PRIZE

- 67. The Lucky Door Prize sponsor is Marana Forni Australia Pty Limited (ABN 67 616 311 614) and its related entities ("**Marana**").
- 68. The Perfect Plate Random Draw Lucky Door Prize promotion commences at 6:30PM AEDT on 15 July 2025 and ends at a time communicated by ClubsNSW at the Perfect Plate Awards event on 15 July 2025 (Lucky Door Promotion Period).
- 69. To enter the random draw Eligible Clubs must, during the Lucky Door Promotion Period:
  - (a) be in attendance at the Perfect Plate Awards Night venue (Venue); and
  - (b) scan a QR code provided by the Promoter at the Venue and provide the contact details requested to enter the random draw.
- 70. The random draw will be conducted by or before 11:30PM AEDT on 15 July 2025 by ("Lucky Door Random Draw") to win one (1) Sunmix Professional Line Spiral Dough Mixer valued at \$4,235 ("Lucky Door Prize").
- 71. Only (1) entry per Eligible Club is permitted in the Lucky Door Random Draw.
- 72. The Promoter will notify the winner of the Lucky Door Prize on Tuesday, 15 July 2025 using the contact details provided by the Eligible Club. The Lucky Door Prize will be posted to the address provided to the Promoter by the winning Eligible Club within 14 days of the winning Eligible Club responding to the Promoter accepting the Lucky Door Prize, subject to eligibility requirements. If the winning Eligible Club does not respond to the Promoter confirming acceptance of the Lucky Door Prize within seven (7) days of being notified by the Promoter by email, the winning Eligible Club's first name and surname will be published on the Promoter's website www.clubsnsw.com.au/perfect-plate-winners. If the winning Eligible Club does not contact the Promoter to claim the Lucky Door Prize within seven (7) days of the Promoter publishing their details on the Promoter's website, the Lucky Door Prize will be forfeited, and the Promoter will be entitled to announce another winner selected randomly from the Perfect Plate Random Draw within the seven (7) day period immediately after the last date for the initial winning Eligible Club to claim the Lucky Door Prize. If the Lucky Door Prize remain unclaimed after the Promoter has drawn two (2) winners for the same unclaimed Lucky Door Prize, and both winners have each failed to claim the Lucky Door Prize despite the Promoter making all reasonable inquiries to contact the winners, the Lucky Door Prize will be forfeited.
- 73. Any ancillary costs associated with redeeming the Lucky Door Prize are not included.
- 74. The Perfect Plate Random Draw Lucky Door Prize is a game of chance.

# **GENERAL**

75. The total prize pool for the Promotion is \$65,735.

## 76. The total game of skill prize pool for the Promotion is \$57,000.

## 77. The total game of chance prize pool for the Promotion is \$8,735.

- 78. The Promoter reserves the right, at any time, to verify the validity of entries/votes and entrants/voters (including an entrant's or voter's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry or voting process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 79. Incomplete or indecipherable entries or votes will be deemed invalid.
- 80. If there is a dispute regarding any aspect of this Promotion, including the conduct of the Promotion or the redemption of a prize, the entrant shall contact the Promoter using the Promoter's address contained in these Terms and Conditions. The Promoter will take reasonable steps to assess the dispute based on any facts or evidence presented to it and to respond to it fairly within a reasonable time of the entrant notifying the Promoter of the dispute. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 81. Prize winners of the Perfect Plate Patron Game of Skill Competition and the Perfect Plate Random Draw will be notified by text message (SMS) telephone and email.
- 82. The Promoter's decision is final, and no correspondence will be entered into regarding the result of the Promotion.
- 83. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, or any other event beyond the reasonable control of the Promoter including by reason of COVID-19 government restrictions, bans and/or lockdowns, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize and invalidate any affected entries.
- 84. If for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited in accordance with these Terms and Conditions.
- 85. If any prize (or part of any prize) is unavailable because of unforeseeable or other special circumstances, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize which is similar to the specified prize and is of equal or greater value.
- 86. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 87. No bonus prizes will be awarded in this Promotion.
- 88. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 89. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 90. Entry into the Promotion is free. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. Any cost associated with claiming any prize is the entrant's responsibility.
- 91. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 92. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry/vote or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the appearance of any of the Promoter's ambassadors or representatives is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, entrant; (g) use/taking of a prize; or (h) attendance at a prize event or Perfect Plate Award Night.
- 93. The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry and voting is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.clubsnsw.com.au/privacy-policy">https://www.clubsnsw.com.au/privacy-policy</a>, and the Promoter's Personal Information Collection Notice. In addition to any use that may be outlined in the Promoter's Privacy Policy and the Promoter's Personal Information Collection Notice, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter's Privacy Policy also contains information about how entrants may access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries and votes become the property of the Promoter.
- 94. The Promoter reserves the right to change these Terms and Conditions without notice and at any stage during the Promotion. However, the Promoter shall take reasonable steps to ensure that if there is a change in the way the Promotion is conducted, information about the change will be notified to the participants or made publicly available within a reasonable time before the change comes into effect.
- 95. Entrants are entitled to win more than one (1) prize in this Promotion.
- 96. This Promotion is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.