

Donut King – National Donut Day Terms and Conditions

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the Promotion is deemed acceptance of these conditions of entry.
2. Entry is open to all Australian residents who fulfil all the entry requirements set out herein (“Eligible Entrant”). Minors (being under the age of 18) are eligible to enter this Promotion. Minors must have their parent or guardian consent to their entry and the parent or guardian of the minor entrant is deemed to have consented to and is bound by these Terms and Conditions. Parents or guardians may be required by the Promoter to enter into a further agreement as evidence of their consent of the entrant entering this Promotion. Employees, including all retail staff of the Promoter and their immediate families, all of the Promoter’s staff, printers, suppliers, providers and agencies associated with this Promotion are ineligible to enter.
3. The Promotion commences at 12.01am on Friday 7 June 2019 (AEST) and concludes at 11.59pm on Saturday 8 June 2019 (AEST) (“Promotion Period”).
 - (a) The prize draw will take place at 9:00am (AEST) on Tuesday 11 June 2019 at RFG (Australia) Head Office 1 Olympic Circuit, Southport QLD 4215 (‘the Head Office’).
 - (b) The first Eligible Entrant drawn from each Australian state and territory (eight in total) will win the Prize as outlined in condition 8 (‘the Winners’).
 - (c) The Winners will be contacted by telephone as well as published on the Donut King website at 1:00pm on Tuesday 11 June 2019.
 - (d) Within seven (7) days of the Winners being notified in accordance with Clause 3(c) herein, the Winners must contact the Promoter by sending an email to makeitfun@donutking.com.au in order to claim their Prize. The Promoter reserves the right to redraw the Promotion in accordance with Clause 15 in the event the Winners do not comply with this Clause 3.
4. During the Promotion Period, an Eligible Entrant must:
 - (a) Purchase a donut from any Donut King (‘the Purchase’);
 - (b) At the time of the Purchase, an Eligible Entrant will receive a unique code (‘the Unique Code’);
 - (c) Access the Donut King website, visit the website application at www.donutking.com.au/nationaldonutday, complete the entry form including entering the Unique Code, accept these Terms and Conditions by clicking the appropriate box and then click ‘submit’ to submit the completed entry form within the Promotion Period.
5. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. Incomplete and illegible entries will be deemed invalid. Entries that breach these Terms and Conditions will also be invalid. Entrants must retain their receipt as proof of purchase for verification and validation purposes. If an entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant’s entry and proceed as if that entrant had not entered the Promotion.
6. Entrants can only enter in their own name. The Promoter reserves the right to request proof of residency and proof of age identification (to the Promoter’s satisfaction in its discretion).

7. While each Unique Code may only be used for one (1) entry, multiple entries (using one (1) Unique Code from each Purchase during the Promotional) from the same entrant will be accepted, however each entry must fully comply with the entry requirements applicable for this Promotion. The Promoter's decision is final and no correspondence will be entered into. The Prize will only be awarded following any winner validation and verification that the Promoter requires. If for any reason the Promoter becomes aware after an entrant has won the Prize that the entrant has not complied with these Terms and Conditions (including failing to provide copy of the receipt as proof of purchase) or that their entry is otherwise invalid, that entrant will have no entitlement to the Prize, even if the entrant has been announced as the winner. In this event, the entrant will be required, at the discretion of the Promoter, to return, refund or otherwise make restitution of the Prize.

8. To draw the Winners the Promoter will conduct an electronic draw. The first Eligible Entrant randomly drawn from each Australian state and territory (eight in total) will win one (1) free box of twelve cinnamon donuts each week for one (1) year at one (1) specified store of the Winners' choice.

9. Total maximum prize pool is \$3,536.00. The Prize or any unused portion of the Prize is not transferable or exchangeable and cannot be taken for cash. Any ancillary costs associated with redeeming the Prize are not included and must be borne by the Winners. If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that Prize) will be forfeited. The Promoter accepts no responsibility in the event the Prize becomes unavailable or in the event the Prize as redeemed differs to that advertised. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value (including where the Prize is unavailable). The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value.

10. If the Winners do not comply with Clause 3(d) of these Terms and Conditions, then Head Office may conduct such further draws at the Head Office as are necessary to determine new winners and to distribute the Prize at any time not sooner than 9:00am (AEST) on Friday 21 June 2019. In the event that Head Office is required to conduct further draws pursuant to this clause and notify the new winners, those new winners will be contacted by phone and in writing immediately following the draw and in any event, prior to 4:00pm (AEST) on Thursday 27 June 2019.

11. The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.

12. Subject to any written directions from a relevant regulatory authority, if any element of the Prize becomes unavailable for any reason beyond the Promoter's control then a similar prize element of equal or greater value will be awarded to the Winners in lieu. However, despite this clause, the Promoter will not be liable for the replacement of the Prize where the Prize becomes unavailable due to the recipient's negligent act, omission or default (for example, where the recipient fails to redeem the prize). Furthermore, the Promoter will not be liable for any additional costs or expenses incurred by the Winners in the event the Winners fail to comply with all necessary requirements or the entrant's unavailability to accept the Prize. Some exclusions and conditions may apply.

13. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence)

in connection with using any Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Promotion take no responsibility for the prize damaged or lost in transit.

14. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”).

15. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the “Relevant Parties”) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any eligible entrant in connection with this Promotion, including: (i) any indirect economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party, (iii) any liability for personal injury or death.

16. 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, unauthorized access or third party interference; (c) any 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) any tax liability incurred by a Winner or entrant; or (f) use of a Prize.

17. Any provision of these Terms and Conditions which is invalid in a particular jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction. If a provision of these Terms and Conditions does not apply that provision is to be read down so as to give it as much effect as possible. However, if it is not possible to give the provision concerned any effect at all then it is to be severed from these Terms and Conditions in which case the remainder of these Terms and Conditions will continue to have full force and effect

18. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

20. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it's determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, War; the Promoter may in its absolute

discretion cancel the event and recommence it from the start on the same conditions subject to any relevant law or regulation.

21. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The Winners agree to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents. The Promoter or any other owner of the footage ("IP Owner") may use and reuse the entrant's name, voice, picture, materials, and/or statements made by them during any photographing or filming for use throughout the world in connection with the Promotion of this competition. The IP Owner owns all images and footage shot of each entrant and by participating the entrant gives their consent to such photographing, taping and recording. The IP Owner may edit the appearance of an entrant as it sees fit. The entrant hereby waives any right of inspection or approval of their appearance and/or its use and understands that the IP Owner has no obligation to use their appearance. Entrants may voluntarily disclose personal and/or financial information about themselves during a Competition and they agree that the IP Owner may use and/or broadcast such disclosures in accordance with this release. Entrants represent that any and all statements they make during the Competition on and/or off the air to representatives of the Promoter are true and not misleading. Entrants indemnify the Promoter, its officers, directors, agents and any other IP Owner ("Released Parties") against any claims against any of them arising out of their appearance in any Donut King Promotion. Entrants hereby release the Released Parties from any loss, claims or injuries they may incur arising out of their participation or appearance in accordance with this release.

22. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award a prize. If the personal information requested is not provided, the entrant may not participate in the Promotion. By participating in the Promotion, each entrant also acknowledges that a further primary purpose for collection of entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages. The Promoter may share information with its International related companies or Promotional partners who may contact entrants with special offers in this way. By entering the Promotion, each entrant agrees that the Promoter may use entrants' personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the Winners' name, and locality in any media as required under the relevant lottery legislation. Entrants can also gain access to, update or correct any personal information by contacting the Promoter at the address below. All personal information will be stored at the office of the Promoter or its agents. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.

23. For more information on the Prize or to discuss the terms of entry please email the Promoter on Chelsea.taylor@rfg.com.au.

24. The Promoter is RFGA Management Pty Ltd, ACN 071 765 609 of RFG Australia 1 Olympic Circuit Southport Qld 4215.

25. Authorised under NSW Permit No. LTPS/19/34468