

Donut King x Mean Girls Competition Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Donut King x Mean Girls Competition
Promoter:	RFGA Management Pty Ltd ABN 47071765609, 35 Robina Town Centre Drive, Robina, QLD 4226, Australia. Ph: 07 5591 3242 For any inquiries regarding this Promotion, please contact the Promoter at cct@rfg.com.au
Promotional Period:	Start date: 02/01/24 at 09:00 am AEDT End date: 03/03/24 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase any box pack ('box pack' refers to any combination of 4, 6, 12 & 24 donut packs) in one (1) transaction from any Donut King outlet displaying promotional material ("Participating Venues"). Entrants will be given an entry card with a unique code from Donut King staff after making a qualifying purchase (while stocks last); and b) visit www.donutking.com.au/meangirls , follow the prompts to the competition page and complete and submit the online entry form with their personal details (first and last name, email address and phone number) and provide details of their unique code. Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is the entry card with unique code used to enter.
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	Up to AUD \$14,320.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a trip to New York for the winner and one (1) friend which consists of the following: <ul style="list-style-type: none"> • return economy flights for 2 people from the winner's nearest Australian capital city to New York (maximum value of \$7,000); • 5 nights' at a 4-star hotel shared accommodation for 2 people (up to \$3,200); • \$2,500 in cash for ancillary costs (see below for more details); • 1 x helicopter sightseeing tour (up to \$920); and • tickets to 1 Broadway show of choice for 2 people (subject to availability) (up to \$700). 	1	Up to AUD\$14,320.00 depending on date and exact point of departure	Draw: computerised random selection - 04/03/24 at 12:00 pm AEDT

Prize Conditions	General: <ul style="list-style-type: none"> • Travel itinerary will be determined by the Promoter in its absolute discretion. • The Prize has no cash alternative, is non-transferable and non-refundable. • The winner's friend may be under the age of 18. • Prize is subject to the standard terms and conditions of individual prize and service providers. • All aspects of the prize are subject to availability. • All components of the prize must be fulfilled at the same time and they cannot be split across different time periods. • Any changes by the winner made to the specified prize package (including travel extensions, additional guests, etc) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to booking confirmation (and are subject to approval by the Promoter).
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	<ul style="list-style-type: none"> Once the prize has been arranged, any changes to the travel, flights, accommodation or scheduling arrangements are at the expense of the winner and their travelling companion. Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. Winners and guest travel at their own risk. Winner must obtain their own travel insurance and proof of insurance be provided before tickets are issued. If you're visiting USA for less than 90 days, you may be eligible for the Electronic System for Travel Authorisation (ESTA) and be able to enter under the Visa Waiver Program. If you're not eligible, you'll need a visa. Each traveller, including children, must have their own ESTA and visa waiver, or visa. <p>Flights:</p> <ul style="list-style-type: none"> Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner. The winner and his/her travel companion must depart from and return to the same departure point and travel together. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The winner and travelling companion must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. The winner and their travelling companion will responsible for making their way to and from their departing Australian airport. Airline, flight route and dates of travel are subject to the Promoter's absolute and final decision. Travel must be taken within 12 months of winner notification and must be booked within 45 days of the prize being claimed. The prize is not available during USA or Australian Public or National holiday periods. Travel dates are not valid between 20 March 2024 – 10 April 2024 and 12 December 2024– 30 January 2025. <p>Helicopter Tour:</p> <ul style="list-style-type: none"> The winner and their companion must provide weight for helicopter tour. Weight restrictions may apply. <p>Broadway Show:</p> <ul style="list-style-type: none"> The choice of Broadway show is subject to availability at time of travel and the winner must provide three show choices. <p>Cash for Ancillary Costs:</p> <ul style="list-style-type: none"> Winner must provide bank details (of an Australian bank account in their name) for EFT transfer for spending money. The cash component of the prize must be used to obtain mandatory travel insurance and ESTA(s) (if required). Any remaining amount may be used as spending money. <p>Accommodation:</p> <ul style="list-style-type: none"> A valid credit card must be presented at hotel check-in for incidentals.
Winner notification:	The winner will be contacted by email and phone within seven (7) days of the draw. The winner will also be published at www.donutking.com.au and the Promoter's Facebook and Instagram pages on the same day as the draw (04/03/24).
Unclaimed Prizes:	The prize must be claimed by 04/05/24 at 1:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 05/05/24 at 12:00 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be contacted by email and phone within seven (7) days of the redraw. The winner will also be published at www.donutking.com.au and the Promoter's Facebook and Instagram on the same day as the redraw (05/05/24).

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, franchise businesses (and their employees) of the Donut King network, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. Draw:
 - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEDT on 04/03/24 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact the winner.
7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
13. No entry fee is charged by the Promoter to enter the Promotion.
14. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://www.rfg.com.au/privacy-policy/>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. It is a condition of accepting the prize that the winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. The Promoter, its associated agencies and companies, and Paramount Pictures Corporation ("Paramount") will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
24. Paramount is not the Promoter or sponsor of this competition, contest, or sweepstakes.
25. The winner will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: ACT Permit No. TP 23/02442, NSW Authority No. TP/00069 and SA Permit No. T23/1872