"YOUR LOCAL CLUB PERFECT PLATE AWARDS" 2025 PATRON PROMOTIONS

TERMS AND CONDITIONS

- 1. The "Your Local Club Perfect Plate Awards" 2025 Patron Promotions consists of two (2) parts:
 - Part 1: Perfect Plate Patron Game of Skill Competition Foodie Escape;
 - Part 2: Perfect Plate Patron Random Draw Competition—Dining Vouchers; and

Part 1 and Part 2 are collectively referred to as the "**Promotions**" and comprise the "**Terms** and Conditions".

- 2. Information on how to enter, vote and participate in the Promotions and the prizes to be won through the Promotions are contained in these Terms and Conditions. Participation in the Promotions is deemed acceptance of these Terms and Conditions and the Promoter's Personal Information Collection Notice, which can be viewed at https://www.clubsnsw.com.au/sites/default/files/2025-01/PP25_PICollection.pdf.
- 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 Promotions.
- 4. References to "Eligible Club" in these Terms and Conditions have the same meaning as defined in the "Your Local Club Perfect Plate Awards" 2025 Club Promotions Terms and Conditions.
- 5. References to "Competition Dish" in these Terms and Conditions have the same meaning as defined in the "Your Local Club Perfect Plate Awards" 2025 Club Promotions Terms and Conditions.
- 6. The organisations benefiting from this Promotions are each of the Eligible Clubs which enter the Perfect Plate Clubs Game of Skill Competition in accordance with these Terms and Conditions.
- 7. The following persons are prohibited from participating in the Promotions:
 - employees of the Promoter and their immediate families;
 - any persons conducting the Promotions, including any person who determines who is to win a prize in the Promotions; and
 - a person who is involved in the management of any organisation benefiting from this Promotions, 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.

8. All prize values are at the recommended retail price.

PART 1: PERFECT PLATE PATRON GAME OF SKILL COMPETITION

General Information

- 9. 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 ("Game of Skill Promotional Period").
- 10. The total Perfect Plate Patron Game of Skill Competition prize pool is \$7,000.

- 11. 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").
- 12. Eligible Patrons may only win one (1) prize during the entire Game of Skill Promotion Period.
- 13. For abundant clarity, past winners of any past Perfect Plate Patron Game of Skill Competition ("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 Competition.
- 14. 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 Promotions, redeem a prize or for any other reason the Promoter deems necessary to administer the Promotions 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.
- 15. 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 Promotions
 Entry Page (<u>www.perfectplate.com.au</u>) or search for and select the Eligible Club on the
 Promotions 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.

- 16. 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.
- 17. 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.
- 18. 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

- 19. At the conclusion of the Game of Skill 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 15 above, will win one (1) "Foodie Escape Trip" for two (2) people valued at up to \$3,500 consisting of:
 - (a) three (3) nights' accommodation;
 - (b) if required, return flights from winning Eligible Patron's nearest airport;
 - (c) if required, a rental car for the duration of the Foodie Escape Trip; and
 - (d) seven (7), \$150 vouchers to be used at the Eligible Club selected by Promoter in its sole discretion.

("Collectively referred to as the "Foodie Escape Prize").

- 20. The value of the Foodie Escape Prize will vary and the total value will depend on:
 - (a) the address of the winning Eligible Patron;
 - (b) the location of the accommodation selected by the Promoter;
 - (c) the location of the Eligible Club selected by the Promoter; and
 - (d) whether, based on the address of the winning Eligible Patron, if the winning Eligible Patron require a car rental or flights to travel to the Eligible Club selected by the Promoter.
- 21. 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 by completing the steps in clause 15 above will win one (1) Foodie Escape Prize for two (2) people valued at up to \$3,500 as described in clause 19.

- 22. In the event of a tie between two (2) or more Eligible Patrons, the winning Eligible Patron will be determined in accordance with clause 29.
- 23. Each Foodie Escape Prize 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 quest 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 Competition, being 15 June 2025 and if it is not used in this time period, the Foodie Escape Prize will be forfeited, and the Foodie Escape Prize 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 15 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape Prize to use the prize. If the subsequent winner does not use the Foodie Prize within this time period, then the Foodie Escape Prize will be forfeited, and the Foodie Escape Prize 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 15 above, and that Eligible Patron will have 53 months from the date they are announced as the new winner of the Foodie Escape Prize to use the prize.
- 24. The Promoter will notify the winners of the Foodie Escape Prize on Tuesday, 15 July 2025 using the contact details provided by the winning Eligible Patron. The details of the Foodie Escape Prize 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 Prize 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 first initial of their surname will be published on the Promoter's website www.clubsnsw.com.au/perfect-plate-winners. winning Eligible Patron does not contact the Promoter to claim the Foodie Escape Prize 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 Prize will be forfeited, and the Foodie Escape Prize 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 15 above. The winning Eligible Patron of any unclaimed Foodie Escape Prize 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 Prize does not respond to the Promoter confirming acceptance of the Foodie Escape Prize 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 first initial of their 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 Prize does not contact the Promoter to claim the Foodie Escape Prize 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 Prize 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 15 above in accordance with the requirements under this clause. If the Foodie Escape Prize remains unclaimed after following the steps set out in this clause, the Foodie Escape Prize will be forfeited.

The Foodie Escape Prize 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 Prize must be able to attend the Foodie Escape Prize on the dates nominated by the Promoter during the Specified Period. Subject to clause 26, the Promoter will book and pay for all transport, accommodation, dining experiences as part of the Foodie Escape Prize, subject to availability at the time of booking. The Foodie Escape Prize will start and end in New South Wales.

- 25. If the winning Eligible Patron does not wish to redeem part of the Foodie Escape Prize, then that part of the Foodie Escape Prize will be forfeited and will not be substituted. The Promoter will not make any modifications to the Foodie Escape Prize.
- 26. Any costs which exceed the total value of the Foodie Escape Prize, including any fees associated with the cancellation of the whole or any part of the Foodie Escape Prize itinerary, are the sole responsibility of the winning Eligible Patron. The value of the Foodie Escape Prize will not be refunded to the winner or replaced if the Foodie Escape Prize or part thereof is cancelled by the winning Eligible Patron, or if the winning Eligible Patron is unable to attend the Foodie Escape Prize 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 the whole or any part of the Foodie Escape Prize.
- 27. The Promoter is not responsible for any costs associated with cancellations of the original booking for the Foodie Escape Prize. All taxes, fees, charges and surcharges applicable to the Foodie Escape Prize are payable by the winning Eligible Patron and are the sole responsibility of the winning Eligible Patron. Unless otherwise stated, the Foodie Escape Prize does not include travel insurance, flights, passports, visas, meals, transport, taxes and any other costs not included in the Foodie Escape Prize as specified in these Terms and Conditions.
- 28. 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 Prize. 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 Prize.
- 29. 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 15 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 Prize ("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 Prize to one (1) of the tied Eligible Patrons which, in the Promoter's sole discretion, has submitted the best answer.
- 30. 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.

<u>PART 2: PERFECT PLATE PATRON RANDOM DRAW COMPETITION- DINING VOUCHERS</u>

- 31. 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) (https://www.randomdraws.com/au/) ("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.
- 32. The total game of chance prize pool for the Perfect Plate Patron Ransom Draw Competition is \$4,500.
- 33. 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.
- 34. 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.
- 35. Eligible Patrons may only win one (1) Dining Voucher during the entire Voting Period.
- 36. 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 first their surname will be published on the Promoter's www.clubsnsw.com.au/perfect-plate-winners. If the winning Eligible Patron does not contact the Promoter to claim the Dining Voucher within seven (7) days of the Promoter publishing their details on the Promoter's website, the Dining Voucher 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 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.

- 37. 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.
- 38. The Perfect Plate Random Draw is a game of chance.

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- 39. If a winning Eligible Patron does not wish to redeem part of a prize, then that part of the prize will be forfeited and will not be substituted. The Promoter will not make any modifications to any prizes.
- 40. 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 promotions. Errors and omissions may be accepted at the Promoter's discretion. Failure by 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.
- 41. Incomplete or indecipherable entries or votes will be deemed invalid.
- 42. If there is a dispute regarding any aspect of this Promotions, including the conduct of the Promotions 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.
- 43. Prize winners of the Perfect Plate Patron Game of Skill Competition and the Perfect Plate Parton Random Draw will be notified by text message (SMS) telephone and email.
- 44. The Promoter's decision is final, and no correspondence will be entered into regarding the result of the Promotions.
- 45. 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 Promotions or suspend, substitute or modify a prize and invalidate any affected entries.
- 46. 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.
- 47. 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.
- 48. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 49. No bonus prizes will be awarded in this Promotions.
- 50. 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 Promotions (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 51. If this Promotions 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 Promotions, as appropriate.
- 52. Entry into the Promotions 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.
- 53. 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 promotions.
- 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.
- 55. The Promoter collects personal information ("PI") in order to conduct the Promotions 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 https://www.clubsnsw.com.au/privacy-policy, 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.

- 56. The Promoter reserves the right to change these Terms and Conditions. However, the Promoter shall take reasonable steps to ensure that if there is a change in the way the Promotions are 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.
- 57. This Promotions is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.