



## CHRISTMAS GIFT CARD COMPETITION 2021: WIN A YEAR OF HUNKYS

### TERMS & CONDITIONS

#### Participation

1. This Competition ("Competition") is conducted by Hunky Dory Fish & Chips (Hunky Dory Franchising Pty Ltd) ABN 41 923 766 464 of Suite 1, 190 Bay Street, Port Melbourne VIC 3207 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry is a resident of Australia aged 18 years or older.
4. Competition entry opens at 11:00AM AEDST 25/11/2021 and closes at 9:30PM AEDST 24/12/2021 ("Entry Period"). All times and dates are times and dates in Melbourne, Australia.

#### Entry

5. To enter, Eligible Entrants must during the Entry Period purchase a Hunky Gift Card from any Hunky Dory Fish & Chips store (see [www.hunkydory.com.au](http://www.hunkydory.com.au) for store details) or from the Hunky Dory website (<https://www.hunkydory.com.au/giftcards/>)
6. The Promoter is not responsible for any lost, late or misdirected entries or for any delays or failures in any telecommunications service or equipment.
7. Eligible Entrants are permitted multiple entries, based on the number of Hunky Gift Cards purchased.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### Prize draw

9. There will be seventeen winners:
  - One winner per store
  - One eGift Card winner (<https://www.hunkydory.com.au/giftcards/>)
  - One Hunky Gift Card website (<https://www.hunkydory.com.au/giftcards/>) winner

Winners will be drawn at 12:00PM on 10/01/2022 at the offices of the Promoter.

## **The prize**

10. There will be seventeen prizes, each individual prize value is \$AU775. The maximum total prize pool value is AU\$13,175. The Promoter accepts no responsibility for any variation in the value of the prize.
11. Each prize consists of one year of Hunky Dory eVouchers, split into 4 x \$15.50 eVouchers per month valid for 1 month from January 2022.
12. The prize must be taken as stated on the individual eVouchers – as each voucher will have an expiry on them. No compensation will be payable if a winner is unable to redeem the prize. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting the prize that the winner accept the conditions of use of that prize.
13. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

## **Notification of the winner**

14. Each winner will be notified by the Promoter by the phone number provided on their receipt or order confirmation by Midnight AEDST on 10/01/2022.

## **Judging backup entries**

15. As part of judging, the Adjudicator will select an additional entry for each prize to be used as the backup winner in the event that an entrant is unable to satisfy the Competition terms and conditions or forfeits or does not claim the prize. If any prize remains unclaimed on 31/01/2022, the Promoter will award the unclaimed prize/s to the backup winner/s judged by the Adjudicator, subject to any written direction given under applicable law. The backup winner/s determined in accordance with clause will be notified by the phone number on their receipt or order confirmation on 31/01/2022.

## **Entry details and privacy**

16. Entry details remain the property of the Promoter. The name and image of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using their image and personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding the prize and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement at <https://www.hunkydory.com.au/wp-content/uploads/2020/12/Hunky-Dory-Privacy-Policy-29Apr2020.pdf>

## **General**

17. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

18. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of administering this Competition (whether as a result of one of the foregoing causes or otherwise).
19. To the full extent permitted by law, the Promoter, its related stores, agencies or suppliers and all those entities' 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 the Competition or prizes, 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. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
20. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.