

## “BUBBA KRINGLE 2021” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of South Australia and Victoria.
3. Employees (and their immediate families) of the Promoter (including stores that are owned and operated by franchisees and their direct employees) and agencies associated with this promotion are ineligible to enter. 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 10/12/21 and close at 11:59PM AEDT on 24/12/21 or until stocks of Socks (defined below) run out, whichever is first to occur (“**Promotional Period**”). There are 4,000 Socks in total.
5. To be eligible to enter, individuals must spend \$10 or more on any Bubba Pizza products via in-store pick up OR \$25 or more on any Bubba Pizza products via online delivery (through [bubbapizza.com.au](http://bubbapizza.com.au)) in a single transaction (“**Qualifying Transaction**”). Every customer that completes a Qualifying Transaction will receive a pair of limited edition customised Bubba Pizza socks (“**Socks**”), which will be given to individuals with their pick up order or delivered alongside their Qualifying Transaction (subject to availability). Individuals who have received a pair of Socks will be automatically entered into the Draw (defined below). For clarity, orders made via delivery services (including Uber Eats and Deliveroo) will be ineligible to enter the Draw.
6. Multiple entries permitted, subject to only one (1) entry is permitted per Qualifying Transaction which includes Socks (regardless of the amount spent over \$10 OR \$25 in that transaction).
7. The Promoter reserves the right, at any time, to verify the validity of entries and individuals (including an individual’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 process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
8. If there is a dispute as to the identity of an individual, the Promoter reserves the right, in its sole discretion, to determine the identity of the individual.
9. The Promoter’s decision is final and no correspondence will be entered into.
10. Entrants must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of all of an entrant’s entries and forfeiture of any right to a prize.

11. Incomplete or indecipherable entries will be deemed invalid
12. The draw will take place at Anisimoff Legal, Suite 5, 210 Central Coast Highway NSW 2250 on 05/01/22 at 12:00PM AEDT ("**Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winner will be notified by telephone and will be published at the Promoter's Facebook page from 05/01/22.
13. The first valid entry drawn in the Draw will win:
  - 1 x Segway Ninebot KickScooter F30 (valued at \$999 RRP); and
  - 1 x Segway Helmet size Large (valued at \$99 RRP) ("**Major Prize**").
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/redeem the Major Prize (or an element of the Major Prize) at/by the time stipulated by the Promoter, then the Major Prize (or that element of the Major Prize) will be forfeited.
15. If the Major Prize (or part of the Major Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Major Prize (or that part of the Major Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value of the Draw is AUD\$1,098.
17. A draw for the Major Prize, if unclaimed, may take place on 05/04/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and will be published at the Promoter's Facebook page from 05/04/22.
18. If winner of the Major Prize is under the age of 18, the winner's parent/legal guardian may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
19. Individuals 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.
20. 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, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any individual; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. 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 or New Zealand ("**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.

22. 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 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) any tax liability incurred by a winner or individual; or (f) use of the Major Prize.
23. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry 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 [www.bubbapizza.com.au/privacy](http://www.bubbapizza.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 an individual. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals 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 become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
24. The Promoter is Bubba Pizza Pty Ltd (ABN 93 090 093 600) of 4 Malleson St, Richmond VIC 3121 (Ph: 03 8761 9234). ("**Promoter**").