

The Defiant Duck Spritz Saturdays Competition Terms and Conditions 2018

By entering the "The Defiant Duck Spritz Saturdays Competition (**Competition**), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry set out in Clause 3.

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Brisbane, Queensland who are of 18 years of age or older.

2.2 Employees and their immediate families of The Defiant Duck, and their associated companies or service suppliers are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on Wednesday 8 August at 17:00 AEST and concludes on Thursday 30 August 2018 at 17:00 AEST (the Competition Period).

3.2 Entrants visit the The Defiant Duck website (www.thedefiantduck.com) and enter their details into the online competition form and submit the completed form (**Qualifying Entrant**).

3.3 The Prize Winner (**Prize Winner**) will be chosen at random. Only the Qualifying Entrants as defined in clause 3.2, are eligible to win the Major Prize.

3.4 Entrants in the competition may only enter once.

3.5 Entries must be received by Thursday 30 August at 17:00 AEST.

4. PRIZE

4.1 There will be one (1) Major Prize awarded to one of the Qualifying Entrants. The prize winner will receive the prize as set out in clause 4.2 below.

4.2 The Major Prize is:

Item	Full Details	RRP
Spritz Saturday Session	<ul style="list-style-type: none">2 x hours of RSA approved consumption of Aperol or Chambord Spritz2 x sliders per person	35.00pp x 10 pax (including Prize Winner) = \$350.00 (Grand Total Value)

4.3 In participating in the Competition, the Prize Winner and their guests agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Prize Winner and their guests agree to grant the Promoter a perpetual and exclusive licence to use such footage and photographs in all media worldwide and the Prize Winner and their guests will not be entitled to any fee for such use.

4.4 The Prize Winner and their guests agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

4.5 The Prize Winner must be 18 years or older to accept the prize. If the Prize Winner is not 18 years of age or older, the prize will be forfeited and a further prize winner will be drawn.

4.6 Subject to clause 4.5, prizes cannot be transferred.

5. HOW TO WIN

5.1 Only the Entrants defined in clause 3.2 above are eligible to win the Major Prize. The Entrant whose name is randomly chosen upon the draw date and time will win the Major Prize detailed in clause 4.2 above.

5.2 Each Entrant who has entered the competition by filling out the online competition form on The Defiant Duck's website, and subsequently submitting the form during the Competition Period, and registered all details required in clause 3 (Qualifying Entrant) will be entered into the Major Prize draw.

5.3 There will be one (1) Major Prize winner drawn from the pool of Qualifying Entrants. The Major Prize draw will take place on Thursday 30 August, 2018 at 17:00 AEST. One (1) Qualifying Entrant will be drawn at random from the pool to become the Major Prize Winner.

5.3 The Major Prize winner will be notified by electronic mail no later than Thursday, 30 August 2018, and their prize must be accepted by return electronic mail by no later than Friday 31 August, 2018, 09:00 AEST. For clarity, if the prize winner fails to accept their prize in the above mentioned period for whatever reason, they will forfeit their prize and the prize will then go to the second winner randomly chosen.

5.4 The Major prize winner will be notified via email and will be announced on The Defiant Duck's Social Media pages on Friday 31 August, 2018 and may also be announced on the The Defiant Duck website: www.thedefiantduck.com.au.

5.5 The Promoter may in its absolute discretion deem any entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, an additional draw will be conducted. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

5.6 It is a condition of accepting the prize, that the winner must comply with all the conditions of use of the prize and all prize supplier's requirements.

5.7 It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

6. NO LIABILITY

6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to government legislation.

6.2 The Defiant Duck, and their associated companies and service suppliers will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

6.3 The Defiant Duck, and their associated companies and service suppliers will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

- a) during the draw;
- b) whilst undertaking any travel won on or connected with their entry into the draw;
- c) in the participation in any prize;
- d) as a consequence of late, lost or misdirected mail;
- e) due to the broadcast of any program or posting of any social media publication relating to the competition or the publication of any material whether made in print or online, including any statements made by any compere, staff member, journalist, other entrants or any other person;
- f) in relation to failure of an entry message to be received by the Promoter on account of technical problems or traffic congestion; or
- g) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion.

6.5 The Defiant Duck assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.

6.6 If for any reason this competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, or circumstances which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may

be available, and to cancel, terminate, modify or suspend the competition, subject to government legislation.

7. RESPONSIBLE SERVICE OF ALCOHOL

7.1 The Defiant Duck promotes and practices the responsible consumption of liquor. The Defiant Duck is committed to the training and support of staff in the Responsible Service of Alcohol (RSA.) Queensland law prohibits the consumption or purchase of liquor by persons who are minors, unduly intoxicated or disorderly. If a staff member is of the opinion that a patron is unduly intoxicated or disorderly, including the Prize Winner and their guests, the staff member must not serve liquor to that person. Customers deemed to be unduly intoxicated will be refused service, offered water and a taxi will be called if required. Patrons and staff must treat each other with dignity and courtesy at all times. Patrons who are rude or offensive to staff or other patrons will be refused service and asked to leave the premises. Minors may be on the premises if in the care of a responsible adult or guardian, but may not consume or purchase liquor. It is a condition of entry that patrons purchasing or consuming liquor must produce photo ID showing proof of age. Any patron attempting to consume or purchase alcohol who cannot provide proof of age when asked will be refused service and asked to leave the premises. A key objective of the The Defiant Duck is to ensure that the behaviour of our patrons does not adversely impact on other patrons, staff, our neighbours and the community at large.

8. PROMOTER'S DETAILS

8.1 The Promoter is The Trustee For Mkm Trust & The Trustee For Pks Trust & The Trustee For Slb Trust (ABN 69 780 326 908) trading as The Defiant Duck, of 3/84 Longland Street, Newstead QLD 4006.

8.2 Entry details remain the property of the Promoter, and its related entities, and both The Defiant Duck will be collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our consumers. The Defiant Duck will otherwise handle your personal information in accordance with the Privacy Act 1998 which is available on the Australian Government Legislation website at <https://www.legislation.gov.au/Details/C2013C00482> (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information). Without limiting the foregoing, The Defiant Duck may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with The Defiant Duck. In addition, by entering this competition, you consent to The Defiant Duck using your personal information for the purpose of The Defiant Duck and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and, from time to time, sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.