

Supatreats Australia – Terms and Conditions of Win Ice Cream for a Year Promotion (“the Promotion”)

Introduction

1. These terms and the Schedule form the Terms and Conditions for this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there’s any inconsistency between these terms and the Schedule, the Schedule will be the authority. By submitting your entry, you agree that these Terms and Conditions apply to your entry.
2. The promoter is Supatreats Australia Pty Ltd, Suite 2.04 & 2.05, 10 Century Circuit, Baulkham Hills NSW 2153. Phone: 1300 775 380. ABN 20602203190. (**Promoter**, **we**, **us**).
3. Any updates to these Terms and Conditions will be subject to regulatory approval, and will be published on our website www.wendysmilkbar.com.
4. It is the responsibility of the entrant to inform themselves regarding any changes that may apply to these Terms and Conditions and to be aware of the terms and conditions herein.

Eligibility

5. The eligibility requirements for this Promotion are set out in the Entry Restrictions and Entry Procedure.

How to Enter

6. To enter, you must follow the Entry Procedure.
 - a. The Promoter will not accept entries which are deemed ineligible.
 - b. The Promoter has the ultimate authority to rule any entrant ineligible.
 - c. If an entrant is not a registered Wendy’s Insider Member they are immediately deemed to be an ineligible entrant.
 - d. The Promoter reserves the right to disqualify any entry in the event of non-compliance with these Terms and Conditions or if, in our reasonable opinion, an entrant tampers or interferes with an entry mechanism in any way.
 - e. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion (subject to regulatory approval).
 - f. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

Prizes

7. The prizes are set out in the Prize Details and any other relevant section of the Schedule and are subject to any restrictions specified in the Prize Restrictions/Exclusions. All costs, fees, charges or expenses associated with the prize, which are not specified in the Schedule, are the responsibility of the winner.
8. Prize amounts are not transferable nor exchangeable.

How winners are chosen and notified

9. One draw will be conducted and the Promoter will notify the winner in accordance with the Notification of Winners information set out in the Schedule.

How to claim prizes

10. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the ends of the Promotion Period, we will conduct an Unclaimed Prize Draw (subject to any directions given by relevant gaming authorities).
11. We will notify winners of any Unclaimed Prize Draw, and publish their names, in accordance with the Unclaimed Prize Draw and Notification of Winners details specified in the Schedule.

12. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

13. On submission, entries become the property of the Promoter. By entering this Promotion, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
14. By participating in this Promotion, you understand and agree that the Promoter or any of its subsidiaries may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in the Wendy's Milk Bar Privacy Policy (available at www.wendymilkbar.com/privacy-policy/). Supatreats Australia may use your personal information for direct marketing purposes.
15. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

General Terms

16. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
17. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
18. You will be responsible for any tax liability associated with a prize.
19. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
20. We are not responsible for use of a prize which results in:
 - a. loss that was not reasonably foreseeable;
 - b. loss that was not caused by our breach of these Terms and Conditions or by our negligence;
 - c. business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - d. losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - e. any loss caused, or contributed to, by an entrant's breach of these Terms and Conditions or an entrant's negligence.
21. These Terms and Conditions are governed by the laws of each of the relevant jurisdictions of Australia in which the competition is operated.

Schedule to Wendy's Ice Cream for a Year Promotion

Promotion Name	Ice Cream for a Year
Promoter	Supatreats Australia Pty Ltd, Suite 2.04 & 2.05, 10 Century Circuit, Baulkham Hills NSW 2153. Phone: 1300 775 380. ABN 20602203190.
Promotion Period	Promotion starts AEDT 12.00am on Saturday 15 July 2017 and ends AEDT 11.59pm on 4 September 2017. No entries will be accepted after this time.
Relevant States	All States and Territories of the Commonwealth of Australia
Entry Restrictions	<p>Entry in the Promotion is only open to permanent Australian residents aged 13 years and over, ("Eligible Entrants"). If the entrant is under the age of 18 years they must obtain prior consent from their parent or legal guardian to enter and the parent or legal guardian may be required to verify the granting of consent and/or sign a release, agreeing to be bound by these Terms and Conditions, at the discretion of the Promoter. Failure of an entrant's parent or legal guardian to verify consent and/or sign a release under this paragraph will invalidate all of the entrant's entries.</p> <p>There is a limit of one entry per transaction.</p> <p>Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families are ineligible to enter.</p> <p>The Promoter reserves the right to deem an entrant ineligible for entry of the Promotion at any time.</p>
Entry Procedure	Any purchase of a Take Home Ice Cream Pack will qualify to enter the draw (" Eligible Entry "). Entry will be valid once the purchaser writes their name, address, phone number and email on the back of the receipt and hands it back to a Wendy's Milk Bar staff member (" Valid Entry ").
Maximum Number of Entries	There is no limit to the total number of entries allowed per Eligible Entrant during the Promotion Period.
Prize Details	Major Prize Draw 5 x 52 Vouchers for 500 ML Take Home Ice Cream tubs all of which are valid for 1 year from the date they are received.
Unclaimed Prize Draw Details	<p>The Unclaimed Prize Draw will take place on 22 September 2017 at 12.00pm AEST at Supatreats Australia Pty Ltd, Suite 2.04 & 2.05, 10 Century Circuit, Baulkham Hills NSW 2153.</p> <p>An appointed employee of the Promoter will administer each draw.</p> <p>Every Eligible Entrant will go into the Unclaimed Prize Draw.</p> <p>The Unclaimed Prize Draw will be drawn via random selection.</p> <p>If there are no unclaimed weekly prizes there will be no Unclaimed Prize Draw.</p> <p>The number of available Unclaimed Prizes will be entirely dependent on the number (if any) of unclaimed prizes.</p> <p>The promoter is under no obligation to run an Unclaimed Prize Draw should there be no unclaimed prizes.</p>

<p>Major Prize Draw Details</p>	<p>The Major Prize will be drawn on the 15 September 2017 at 10.00am AEDT at 12.00pm AEST at Supatreats Australia Pty Ltd, Suite 2.04 & 2.05, 10 Century Circuit, Baulkham Hills NSW 2153.</p> <p>An appointed employee of the Promoter will administer each draw.</p> <p>The Prize Draw will be drawn via random selection.</p>
<p>Prize Restrictions/Exclusions</p>	<p>The Promoter reserves the right to deem an entrant ineligible for entry of the Promotion at any time.</p>
<p>Notification of Winners</p>	<p>All eligible winners of either the Unclaimed Prize Draw or Major Prize Draw will be notified via email by the appointed employee of the Promoter who is responsible for the draw within 48 hours of the prize being drawn.</p> <p>The winners will be published on the Wendy's Milk Bar website – www.wendysmilkbar.com</p> <p>The Major Prize winners will be published on 16 September 2017.</p>
<p>Mandatory Minimum Terms & Conditions for Marketing Collateral</p>	<p>Promotion starts AEDT 12.00am on Saturday 15 July 2017 and ends AEDT 11.59pm on 4 September 2017. Total prize pool is AUD \$2,600. Promoter is Supatreats Australia Pty Ltd, Suite 2.04 & 2.05, 10 Century Circuit, Baulkham Hills NSW 2153. ABN 20602203190. NSW permit number XXX. See wendysmilkbar.com for full terms & conditions</p>
<p>Total Prize Pool</p>	<p>\$2,600</p>
<p>Verification Requirements</p>	<p>If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:</p> <ul style="list-style-type: none"> a. appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim a prize (if won) and compliance with these Conditions of Entry; and b. if under the age of 18, the written consent of a parent or legal guardian.