

Supatreats Australia – Terms and Conditions of Wendy’s Milk Bar Adventure Competition (“the Competition”)

Introduction

1. These terms and the Schedule form the Terms and Conditions for this Competition. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there is 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, 104, 17 – 21 Macquarie Street, Parramatta, NSW, 2150.
Phone: 0419 147 092. ABN 20 602 203 190. (**‘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.wendymilkbar.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.
5. By entering this Competition, the entrant accepts these terms and conditions.

Eligibility

6. The eligibility requirements for this Competition are set out in the Entry Restrictions and Entry Procedure.

How to Enter

7. 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. 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.
 - d. If the Competition 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 Competition (subject to regulatory approval).
 - e. All decisions made by us regarding any aspect of the Competition are final, and no correspondence will be entered into.

Prize

8. 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 taxes, costs, fees, charges, or expenses associated with the prize, which are not specified in the Schedule, are the responsibility of the winner.
9. Prize amounts are not transferable nor exchangeable.

How the winner is notified

10. Winners will be notified in writing within 7 days of the draw via the details provided with their entry.

How to claim prize

11. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed We will draw another winner.
12. If you are the 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 Competition, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting this

Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.

14. By participating in this Competition, 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 Competition 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, the winner must participate in all Competition related 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 Competition (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. Entrants must be 18 years or older.
17. Entrants acknowledge they adhere to any laws governing the participation in any Adventure prizes as they relate to them in their State or Territory.
18. Entrants acknowledge that some Adventure activities are inherently dangerous. Entrants accept the inherent risks in participating in any Adventure activities.
19. Entrants acknowledge that they must comply with the requirements in their State or Territory of participating in any Adventure Prize activities.
20. 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.
21. You acknowledge that there may be inherent risks in some aspects of the Competition or the prize and that participation in the Competition or the prize may involve participating in dangerous activities. By entering this Competition and/or accepting the prize, you accept that risk for yourself and for your companions.
22. You will be responsible for any tax liability associated with a prize.
23. 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 Competition. We accept no responsibility for any tax liabilities that may arise from winning a prize.
24. We are not responsible, to the full extent allowed by any applicable laws, 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.
25. The winner may be required to sign a deed releasing the promoter from all liability associated with the Prize.
26. 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 Milk Bar Asahi Beverages Adventure Competition

Competition Name	Adventure Competition
Promoter	Supatreats Australia Pty Ltd, 104, 17 – 21 Macquarie Street, Parramatta, NSW, 2150. Phone: 0419 147 092 ABN 20 602 203 190.
Competition Period	Competition starts AEDT 12.00am on 1 st December 2022 and ends AEDT 11.59pm on 31 st January 2023. 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 Competition is only open to permanent Australian residents aged 16 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 Competition at any time.</p>
Entry Procedure	<p>Purchase any Asahi Beverage (600ml) product from the eligible range* and a full-size hotdog from a Wendy's Milk Bar outlet, scan the QR code, complete details and upload a photo of your receipt as proof of purchase. You must also retain your receipt in order for your entry to be valid.</p> <p>Entry is limited to one entry per purchase of an Asahi Beverage product (600ml from the eligible range*) and a full-sized Wendy's Milk Bar hotdog in one transaction.</p> <p>*Eligible Range: 600ml Cool Ridge Water, Pepsi, Pepsi Max, Solo, Sunkist, Lemonade</p>
Maximum Number of Entries	There is no limit to the total number of entries allowed per Eligible Entrant during the Competition Period.
Prize Details	20 x \$500 Adrenaline Adventure Gift vouchers. Total prizes of \$10,000. Terms and conditions apply to the use of the Adrenaline Experiences (Adrenaline) website found at www.adrenaline.com.au . In addition, the Big Red group Privacy Policy applies.
Major Prize Draw Details	<p>The draw will be conducted at 33 Beulah Road Norwood SA 5067 on... 1st February 2023 at 11am (AESDT).</p> <p>An appointed employee of the Promoter will administer the draw.</p> <p>The Prize Draw will be drawn via random selection.</p>

Prize Restrictions/Exclusions	The Promoter reserves the right to deem an entrant ineligible for entry of the Competition at any time.
Notification of Winners	<p>The winners will be notified in writing within 7 days of the draw by way of the contact details provided with their entry</p> <p>The winners will be published on www.wendysmilkbar.com 1st February 2023.</p> <p>A redraw will take place if the winners do not accept the prize or if the winners are uncontactable.</p>
Redraw	<p>If the prize is not claimed by the first winners a redraw will take place.</p> <p>The redraw will be conducted at 33 Beulah Road Norwood SA 5067 on 15th February 2023 at 11am (AESDT).</p> <p>The winners of the redraw will be notified in writing within 7 days of the redraw and will be published on www.wendysmilkbar.com 15th February 2023.</p>
Mandatory Minimum Terms & Conditions for Marketing Collateral	<p>Competition starts AEDT 12.00am on 1st December 2022 ends AEDT 11.59pm on 31st January 2023. Total prize pool is AUD \$10,000. (20 x \$ 5 0 0 A d r e n a l i n e A d v e n t u r e v o u c h e r s) Promoter is Supatreats Australia Pty Ltd, , 104, 17 – 21 Macquarie Street Parramatta, NSW 2150. ABN 20602203190. SA permit number T22/1640 See wendysmilkbar.com for full terms & conditions</p>
Total Prize Pool	\$10,000 (20 x \$500 Adrenaline Adventure vouchers)
Verification Requirements	<p>If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:</p> <ol 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 Competition 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.