

SANDWICH CHEFS®

NBA Experience Terms and Conditions

- 1) Information on how to enter forms part of the terms and conditions of entry. A customer signing up to Sandwich Chefs database during the Promotion Period is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way;
- 2) The promoter is PNF Management Pty Ltd (ABN 44 105 219 378 /ACN 105 219 378) of Suite 1, Level 11, 636 St Kilda Rd Melbourne, 3004. (Promoter);
- 3) This competition is run in conjunction with Melbourne United Basketball Club (42 158 938 624) of Level 3, 1001 Nepean Hwy, Moorabbin, 3189;
- 4) By entering, entrants accept these Terms & Conditions. These Terms & Conditions may be amended or replaced from time to time; entrants should check the Promoter's website for the latest version;
- 5) If there is any inconsistency between these Terms & Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Duration

- 6) All references to time in this document are a reference to the local time in Melbourne, Victoria, Australia on the date stated. The promotion commences at 12.00pm on 24th November 2018 and closes at 11pm on 3rd February 2019. (**Promotion Period**).

Eligibility to enter

- 7) Entry is open only to residents of Victoria who are aged 18 years or older. (**Eligible Entrants**), excluding directors, management, employees and their immediate families of the Promoter and its related bodies.

Entry into the promotion

- 8) To enter, Eligible Entrants must log onto www.sandwichchefs.com.au/win and register their details including (but not limited to) full name, email, post code and telephone number, and by submitting their entry agree to sign up to the Sandwich Chefs Newsletter;
- 9) The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider and must be borne by the Entrant;
- 10) The entrant must be signed up to the Sandwich Chefs newsletter at the time of the Draw;
- 11) The Promoter is not responsible for any lost, late or misdirected entries;

- 12) Entrants may enter only once;
- 13) The time of entry will be deemed to be the time the entry is received by the Promoter;
- 14) 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.

Drawing of entries

- 15) The draw will take place at 12pm on 4th of February 2019 at PNF Management Pty Ltd Suite 1, Level 11, 636 St Kilda Rd Melbourne, 3004. The draw will be conducted by the Promoter or other company as applicable (**Drawer**);
- 16) The result of the draw is final and no correspondence will be entered into.

The prize

- 17) The maximum total prize value is AUD \$8,500, based on the recommended retail value and the exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes;
- 18) The prize consists of return economy airfares for two people from Melbourne to Los Angeles, five night's accommodation in one twin-share room at Hotel Indigo Los Angeles Downtown and two tickets to the Los Angeles Lakers Versus Golden State Warriors game at Staples Stadium on 4th April 2019;
- 19) The prize does not include travel insurance, passports, visas, meals (unless specified), taxes not included in the price of the ticket, ground transportation or any other costs of a personal nature unless where specified;
- 20) The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. 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 a prize that the winner accept the conditions of use of that prize;
- 21) 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

- 22) The winners will be notified by phone and email by 5th February 2019 and their name will be published on the Sandwich Chef website within seven days of the draw.

Right of the Promoter to redraw

- 23) The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed at 2pm of the 10th February 2019 a second draw will be conducted by the Drawer on 11th February at the same time and place as the original draw, subject to any written direction given under applicable law. Any winners determined in accordance with clause will be notified by phone and email by 12th February 2019 and their name will be published on the Sandwich Chefs website within seven days of the draw.

Limitation of liability and variation of terms

- 24) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion;
- 25) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties;
- 26) The exclusion of liability in clause 23 does not apply to limit or exclude liability:
- a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
 - b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

Entry details and privacy

- 27) Entry details remain the property of the Promoter.

- 28) The name and photograph 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. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant's name and locality in any media.
- 29) Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to any applicable statutory authorities) 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, a copy of which is available at www.sandwichchefs.com.au
- 30) The Promoter collects and stores Personal Information about an entrant on its databases to include the entrant in a promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the entrant cannot enter the promotion and is deemed ineligible. The Promoter may disclose entrant's personal information to its Australian related companies, promotional partners, contractors and agents to assist in conducting the Promotion or communicating with entrants.
- 31) The Promoter may share information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By registering in the promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in this condition.

Tax Implications

- 32) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

SHORT FORM;

Eligible Entrants: must be 18 years or older and residents of Victoria, Australia. How to enter: To enter, customers must join the Sandwich Chefs database between Promotion Period: November 24th 2018 and February 3rd 2019. Prize: consists of trip for two to Los Angeles, five nights' accommodation and two tickets to the Los Angeles Lakers versus Golden State Warriors Game at Staples Stadium on 4th April 2019. Prize draw: Prize Draw will take place 12pm on 4th February 2019 at PNF Management Pty Ltd Suite 1, Level 11, 636 St Kilda Rd Melbourne, 3004. Winners will be notified: by phone/e-mail on the 5th of February 2019 and their names will be published on the Sandwich Chefs website within seven days of the draw. Full terms and conditions can be found at www.sandwichchefs.com.au

DIGITAL FORM;

Promotion runs from November 24th 2018 to February 3, 2019 Terms & Conditions apply.