



## “WIN THE ULTIMATE VIP FESTIVAL EXPERIENCE THIS SUMMER” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter 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 15/01/2024 and close at 11:59pm AEDST on 28/01/2024 (“**Promotional Period**”).
5. To be eligible to enter and receive an automatic entry into the draw, individuals must purchase, The Ultimate Festival Bundle via the Domino’s online ordering website during the Promotional Period.
6. Multiple entries are permitted, however only one (1) entry is permitted per transaction.
7. Entrants must retain their online purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries 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.
8. The Promoter, reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’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.
9. Incomplete orders will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 29/01/2024 at 2:00pm AEDST, in the presence of an independent scrutineer. The

Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing by email on the same date as the draw. The winner will be published online at <https://www.dominos.com.au/offers/brand/win-the-ultimate-festival-experience-this-summer> on 29/01/2024.

12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win the "Ultimate Festival Experience" prize consisting of a trip for two (2) adults to Splendour in the Grass and the winner's choice of Laneway Festival (depending on available dates) valued at up to \$12,000 depending on dates and points of departure. Prize is for two (2) adults and includes:

#### **Splendour in the Grass**

- Two (2) x return economy airfares from winner's nearest capital city to Coolangatta, QLD (if required). If the winner resides within 200kms of Byron Bay, NSW then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
- Two (2) nights onsite glamping accommodation on 19/07/24 and 20/07/24.
- Return airport to the Splendour in the Grass festival transfers;
- Two (2) Three (3) Day Gold Bar Access tickets to Splendour in the Grass including entry to the 'Red bull unforeseen' on 19/07/24, 20/07/24 and 21/07/24.

Splendour in the Grass will be held at the North Byron Parklands on 19/07/2024, 20/07/2024 and 21/07/2024.

#### **Laneway Festival**

- Two (2) x return economy airfares from winner's nearest capital city to either, Brisbane, Sydney, Adelaide, Melbourne or Perth (depending on the winner's selected festival location). If the winner is from the same State as the Laneway Festival that they are attending, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash. For clarity, the winner can only choose from the dates available as provided by the Promoter;
- Two (2) nights twin share minimum 4star accommodation.
- UBER voucher up to the value of \$500 to be used for transfers to and from the airport, hotel and festival;
- Two (2) tickets to the Laneway Festival in either Brisbane, Sydney, Adelaide, Melbourne or Perth (depending on the winner's selected festival location).

Laneway Festival will be held at the following locations and on the following dates:

Brisbane – 03/02/2024 – Brisbane Showgrounds

Sydney – 04/02/2024 – Sydney Showground

Adelaide – 09/02/2024 – Bonython Park

Melbourne - 10/02/2024 - The park, Flemington

Perth – 11/02/2024 – Wellington Square

14. Spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with Splendour in the Grass and Laneway Festival dates as specified above and is subject to booking and flight availability. The winner and their companion/s must depart from and return to the same departure point

and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

15. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
16. Any ancillary costs associated with redeeming the UBER voucher are not included. Any unused balance of the UBER voucher will not be awarded as cash. Redemption of the UBER voucher is subject to any terms and conditions of the issuer including those specified on the UBER voucher.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. 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.
19. The Splendour in the Grass and Laneway Festival tickets are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
20. Total prize pool value is up to \$12,000.
21. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for the prize, if unclaimed, may take place on 05/02/2024 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 in writing by email on the same date as the draw and their name will be published online at <https://www.dominos.com.au/offers/brand/win-the-ultimate-festival-experience-this-summer> on 05/02/2024. Where an unclaimed prize draw is required, the winner will be limited to the Laneway Festival locations that are still available (i.e. Adelaide, Melbourne or Perth).
23. Entrants 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.
24. 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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. 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 ("**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.
27. 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) if either Splendour in the Grass or the Laneway Festival is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize / participation in the prize.
28. As a condition of accepting the prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. 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 <https://www.dominos.com.au/about-us/contact-us/privacy-policy>. If the individual opts in at the time of making an online order, 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 the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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 may disclose PI outside of Australia, see the Promoter's Privacy Policy for more details.
30. The Promoter is Domino's Pizza Enterprises Ltd (ABN 16 010 489 326) of Level 1, 485 Kingsford Smith Drive Hamilton QLD 4007, telephone 131 888.

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