



## v2food Service User-Generated Content \$1k Give-Away

### Terms and Conditions

#### Game of Chance – FINAL\_02.09.2022

1. v2food Food Service User-Generated Content (“**Promotion**”) commences on 12:01AM AEST 01 September 2022 to 11:59PM 30 September 2022 (“**Promotional Period**”).
2. The Promotion comprises of one (1) Prize Draw (“**Prize Draw**”) in total.
3. Qualifying Transaction comprises of any v2food product purchase in-store at participating outlets only.
4. Instructions on how to enter this competition form part of the conditions of entry. By participating, entrants agree to be bound by these conditions.
5. By submitting an entry, entrants warrant to the Promoter that:
  - their entry complies with the Submission Criteria;
  - they own all of the rights to the entry; and
  - their photo/video has not been entered into previous competitions or won awards in the past or been published previously in any medium.
6. Offer is subject to stock availability in each participating venue.
7. v2food reserves the right to cancel or change the prize offered under the Promotion if there are any changes to the law which would or might render the Promotion or any prizes offered under the Promotion unlawful.

#### HOW TO ENTER

To enter, eligible entrants must, during the Promotional Period:

8. Individuals must purchase a v2food product or meal containing a v2 food product from participating venues, during the Promotional Period (“**Qualifying Transaction**”).

Entrants must retain receipts for proof of purchase. It is the entrant's responsibility to request a receipt if one is not automatically provided to the entrant at the time of making a Qualifying Transaction.

Entry is open to residents of Australia who have an account on Instagram enabling them to submit an entry in accordance with details below.

9. To enter, individuals must:

- Purchase any v2food food product or meal containing a v2 food product
- Log into their own Instagram account
- Post an original photo or video of their meal to their Instagram feed
- Include the tag @v2foodofficial  
Include the hashtag #v2venues

10. One (1) entry is permitted per qualifying purchase, multiple entries are permitted subject to the following:

- limit one (1) entry permitted per eligible v2 burger or meal purchased;
- each entry must be submitted separately and in accordance with the entry instructions;
- maximum of three (3) entries permitted per person each day;
- the entrant must obtain each Qualifying Transaction receipt.

11. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. Further, entrants agree that ownership of any intellectual property rights in their entry, is assigned to the Promoter without the payment of any further fee or compensation.

12. Entrants acknowledge that the Promoter may use their entry, during the Promotional Period and afterwards, in any manner the Promoter sees fit including to encourage others to enter the competition on Instagram.

13. Entrants acknowledge that any use of their entry by the Promoter during the Promotional Period does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.

14. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to grant these rights.

15. Entrants agree that they are fully responsible for the photos and videos they submit. The Promoter shall not be liable in any way for such entry, to the full extent permitted by law. The Promoter may remove any photo/video from its websites / social media pages without notice for any reason whatsoever. Without limiting any other terms and conditions contained herein, entrants agree to indemnify and hold the Promoter, its affiliates and sub-licensees, harmless from any and all claims, damages, expenses, costs (including reasonable legal fees) and liabilities (including settlements), brought or asserted by any third party against the Promoter, its affiliates or sub-licensees, due to or arising out of the

photos/videos submitted by an entrant or the Promoter's use thereof, or an entrant's conduct in connection with this promotion.

16. The promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the promoter believes either has tampered with the entry process, or has submitted an entry otherwise than in accordance with these conditions of entry.

17. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. Further, entrants agree that ownership of any intellectual property rights in their entry, is assigned to the Promoter without the payment of any further fee or compensation.

18. Entrants acknowledge that the Promoter may use their entry, during the Promotional Period and afterwards, in any manner the Promoter sees fit including to encourage others to enter the competition on Instagram.

19. Entrants acknowledge that any use of their entry by the Promoter during the Promotional Period does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.

20. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to grant these rights.

21. Entrants agree that they are fully responsible for the photos and videos they submit. The Promoter shall not be liable in any way for such entry, to the full extent permitted by law. The Promoter may remove any photo/video from its websites / social media pages without notice for any reason whatsoever. Without limiting any other terms and conditions contained herein, entrants agree to indemnify and hold the Promoter, its affiliates and sub-licensees, harmless from any and all claims, damages, expenses, costs (including reasonable legal fees) and liabilities (including settlements), brought or asserted by any third party against the Promoter, its affiliates or sub-licensees, due to or arising out of the photos/videos submitted by an entrant or the Promoter's use thereof, or an entrant's conduct in connection with this promotion.

22. The promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the promoter believes either has tampered with the entry process, or has submitted an entry otherwise than in accordance with these conditions of entry.

## **SUBMISSION CRITERIA**

23. Entries made to the Food Service Outlets User-Generated Content \$1k give-away promotion (Submissions) must:

- a. Be original works and not infringe the intellectual property rights of any third party;
- b. Not contain material that is, or that is deemed by the Promoter to be:
  - i. unlawful or fraudulent;

- ii. in breach of any intellectual property, privacy, publicity or other rights;
  - iii. offensive, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, indecent, profane, abusive, harassing or threatening;
  - iv. objectionable with respect to race, religion, origin or gender;
  - v. otherwise unsuitable for publication or display in Australia in any media.
- d. Not contain any copyrighted works except those owned by the entrant and which the entrant has the right to use and assign ownership into the Promoter (including copyrighted video, music, artwork or text) such that any copyright or other intellectual property rights in the entry may be assigned to the Promoter in accordance with the terms and conditions.
- e. Not contain any elements, including without limitation, music, audio, speech/voiceovers, stills, images, video, supers, or any other material, unless it is entirely original, created by the entrant or a third party that has agreed to appear in the Submission, or have their material featured in the Submission in accordance with the terms and conditions, and to assign their ownership in their appearance or material to the Promoter without the payment of any fee or compensation;
- f. Not contain any viruses or cause injury or harm to any person or animal;
- g. Comply with:
- i. All relevant laws and regulations (including those relating to copyright, advertising, defamation, privacy, publicity and computer use);
  - ii. the Australian Association of National Advertisers Code of Ethics, Australian Association of National Advertisers Food & Beverages: Advertising & Marketing Communications Code and any other relevant Australian Association of National Advertiser Codes (available at <https://www.aana.com.au/codes.html>).

24. Entry to the Competition is not open to v2food (“**The Promoter**”) employees and/or their immediate families of the Promoter or its agencies associated with this competition are ineligible to enter.

25. Entrants under 18 years old must have parental/guardian approval to enter and parent/guardian must consent to these Terms & Conditions. The Promoter may require parents/guardians to enter into a further agreement as evidence of consent to the minor entering this promotion.

26. Incomplete or indecipherable entries will be deemed invalid. Incomplete entries qualify as entries where the above requested entry instructions have not been followed as stated.

27. Entrants can only enter in their own name under their own social media accounts. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion.

28. The Promoter accepts no responsibility for late or misdirected entries. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches or viruses. If such

problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.

29. By submitting an entry, entrants warrant to the Promoter that their entry complies with the Submission Criteria.

30. Entry is only open to eligible participants in all states of Australia, no entries can be made outside of Australia.

## **THE PRIZE**

31. There will be one (1) prize draw and one (1) winner.

32. The prize pool contains AUD \$1000.00 (GST inclusive).

33. No prize, entry or other feature of the Promotion can be transferred or redeemed for other goods or services.

34. There will be one (1) prize draw in total. The prize draw will take place electronically at v2food, by Promoter at Level 2/122 Pitt Street, Sydney, NSW 2000 at 12:00PM AEST 07/10/2022.

The promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

35. No responsibility is accepted for late, lost or misdirected entries.

36. Prize winners will be notified personally by telephone and in writing via email communication within two (2) business days of the prize draw.

37. The competition results will be published online on the promoter's website: [www.v2food.com](http://www.v2food.com) listing the full name or one of the name components, either First Name or Last Name, and state address of the Prize Winner(s).

38. The Prize will be provided to the winner by electronic funds transfer to an Australian bank account nominated by the winner in writing. Bank account details will be requested from the winner after the winner has been notified that they have won a prize.

39. The prize will be fulfilled to the prize winners within fourteen (14) days of winner notification.

40. If a winner does not claim the prize within seven (7) days following the winner being notified, Subject to the unclaimed prize draw, the prize will be forfeited. The Promoters say is final and cannot be re-awarded after unclaimed date.

41. A draw for any unclaimed prizes may take place on 07/12/2022 or at the same time and place as the original draws. Winners, if any, will be notified in writing within two (2) business days of second chance draw.

42. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf. The parent or authorised guardian who claims the prize on his/her behalf must provide adequate proof(s) of identification of the prize winner and themselves prior to the claim as required by the Promoter. Adequate proofs of identification include but not limited to Photo ID, Passport, Birth Certificate, Australian Citizenship Certificate and any evidence that proves a prize winner and his/her parent or guardian relationship.

43. In participating in the prizes, the winners agree to participate and cooperate as required in all footage relating to the Promotion, including but not limited to being interviewed and photographed and the Promoter using their name, image, and/or voice. The winners grant the Promoters a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any compensation whatsoever for such use.

44. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

45. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>.

46. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

## **LIABILITY**

47. The Promoters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.

48. 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.

49. 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.

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) any tax liability incurred by a winner or entrant; or (f) use of a prize.

50. If for any reason, this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve 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 any written directions given under State Legislation.

51. To the extent that a situation, malfunction, or other issue arises for which these terms and conditions make no provision or in relation to which the relevant terms and conditions are unclear, v2food reserves the right to (a) make a decision regarding those circumstances which is not inconsistent with these terms and conditions; and/or (b) postpone the draw(s) to a time and place which will allow the draw to be conducted in accordance with all terms and conditions other than those terms and conditions which specify the time and place of the draw(s).

## **PRIVACY**

52. The Promoter may post any entry to the v2 Facebook page, Instagram or Twitter account to encourage ongoing entries. The Promoter may also use any

entrant's photo/video as inspiration to potential new entrants and customers.

53. Each entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or any other Meta platforms. In participating in this promotion entrants are providing information to the Promoter and not to Instagram. To the extent permitted by law, each entrant releases Instagram or any other Meta platforms from any and all liability in relation to this promotion.

54. All entries including the entrants photos/videos, remain the property of v2food Pty Ltd. Information obtained via this Competition, including, your name, your e-mail and address may be used for this purpose and any associated activity, such as research for future v2food and participating outlets promotions, any v2food media activities without the payment of any further fee or compensation. The Entrants details will be handled in accordance with the v2food Privacy Policy located at <https://documents.v2food.com/privacy-policy.pdf>

## **PROMOTER**

The Promoter of this competition is v2food Pty Ltd ACN 630 306 713 of Level 2, 122 Pitt Street, Sydney, NSW 2000