

Terms and Conditions – Sushi Sushi win a \$200 Eftpos voucher

1. The Promoter is Sushi Sushi (ABN 69 184 856 137) of 8 Rickets Road Mount Waverley, VIC, 3149. Telephone number 03 8575 3888
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter

4. Entry is open to all residents of Australia except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto 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 first cousin.
5. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal Guardian.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
When to enter
8. The competition commences on January 10, 2019 at 12:01am AEDT and concludes on January 27, 2019 at 12:59pm AEDT. Entries must be received by the Promoter prior to the competition close date and time.
9. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter.

How to enter

11. Entrants may enter the competition by sharing an Instagram story which features Sushi Sushi at the Australian Open, entrants must tag @sushisushiaus
12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses to register single or multiple purchases.

Number of Entries permitted

14. Limit of one entry per person per day applies.

Draw and Notification of winner

15. The winner will drawn at random from all entries that are submitted in accordance with these terms and Conditions. The winner is drawn by Sushi Sushi by random computer selection at 10am on January 28, 2019 at 8 Ricketts Road Mount Waverley, VIC, 3149.

16. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

17. The winner will be notified by Instagram message within two days of the draw.

18. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).

20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

21. Subject to State Regulation, an unclaimed prize draw will take place at Sushi Sushi, 8 Ricketts Road, Mount Waverley, VIC, 3149 on February 25, 2019 at 10.00am AEDT.

The winner/s of the unclaimed prize draw will be notified by Instagram message within two days of that draw.

Prize on offer

22. Total prize pool value is \$200 (including GST). One winner will receive a \$200 Mastercard® gift voucher which can be redeemed whenever Mastercard® is accepted.

24. Prizes cannot be transferred, exchanged or redeemed for cash.

30. Gift vouchers are subject to the terms and conditions of Mastercard® gift card use. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

Further Terms and Conditions

37. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

38. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

39. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the

administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves 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 direction given under State Regulation.

40. Entrants are responsible for any cost associated with accessing the promotional website . Access to that site is dependent on the Internet service provider.

41. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.

43. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

44. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

47. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

48. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter 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. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

49. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

50. All entries become the property of the Promoter. The Promoter collects personal

information about you for the purposes of conducting this promotion and marketing purposes. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.

51. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.

52. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from other sources. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may share your information with our related companies and any of us may be in contact for those purposes (including by email and SMS). We may also use your information as described when we collect information from you. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise as required by law.