



Win a Refund! – Terms and Conditions

1. Name	Sushi Sushi Win a Refund Giveaway	
2. Prize	10 winners will have their online order refunded to the maximum value of \$200.00 per order (not including payment processing fees – if applicable).	
3. Entry Period	Entries Open:	17 January 2024
	Entries Close:	30 January 2024 11:59 pm AEDT
4. Promoter	Sushi Sushi Australia ABN 70 108 638 900 Level 2, 545 Blackburn Road Mount Waverley, Victoria 3149 Website: www.sushisushi.com.au	
5. Eligible Residents	Citizens and permanent residents of Australia. Entrants must be at least 18 years old.	
6. Maximum Entries	Not applicable.	
7. Prize Claim Period	Prize Winner(s) must claim their Prize within thirty (30) calendar days of being notified.	
8. Method of Entry	Entrants must place an order from https://sushisushi.orderup.com.au during the Entry Period.	
9. Prize Pool Value	Maximum of \$2000.00 AUD (inclusive of GST).	
10. Prize Draw Details	This is a game of chance. The Winner of the Prize will drawn by computerised random selection from the pool of Valid Entries.	

	The draw will take place at Level 2, 545 Blackburn Road, Mount Waverley, Victoria 3149 on Friday 2 February 2024 at 10:00AM AEST (Prize Draw).
11. Winner Notification	<p>Winners will be contacted by email to their nominated email address within 2 calendar days of the conclusion of the Entry Period.</p> <p>Winners will only be refunded to the payment method used at the time of entry. Winners cannot nominate an alternative method of refund or exchange the Prize for cash.</p> <p>The Winner will be announced on the @sushisushiaus Instagram page.</p>
12. Permits	Not applicable to this Competition.

1. COMPETITION

- 1.1. The Sushi Sushi Win a Refund Giveaway (**Competition**) is run by the Promoter on these terms and conditions, including the details contained in the table above (**Terms**).
- 1.2. By entering the Competition, you (the **Entrant**) agree to be bound by these Terms.

2. ENTRIES

- 2.1. Entry is open only to Eligible Residents who satisfy the Method of Entry during the Entry Period (**Valid Entrant**).
- 2.2. Entrants may submit up to the Maximum Entries (if applicable). If there is no Maximum Entries, each Entrant may enter more than once, however each Entrant will only be able to win once.
- 2.3. The directors, management and employees (and their immediate family) of the Promoter, its related entities, related bodies corporate or franchisees are ineligible to enter.
- 2.4. The Promoter will not advise an Entrant on the validity of their entry. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 2.5. Entrants agree to receive communications from the Promoter from time to time including for marketing and promotional purposes (**Communications**). You may opt

out of receiving communications at any time by emailing customerfeedback@sushisushi.com.au or by using any applicable unsubscribe function provided in the Communications.

- 2.6. The promoter reserves the right to validate and check the authenticity of Valid Entries and Entrant details (including identity and age). If an Entrant cannot provide suitable proof, the Entrant will forfeit the Prize in whole.
- 2.7. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

3. PRIZE

- 3.1. The Prize and total Prize Pool are specified in the above table.
- 3.2. The Promoter accepts no responsibility for any tax implications & the Entrant must seek your own advice about the tax implications relating to the Prize or acceptance of the Prize.
- 3.3. No part of a Prize is exchangeable or redeemable for cash. Any ancillary costs associated with redeeming the Prize are not included.
- 3.4. The Promoter reserved it's right to add, withdraw, reschedule or substitute Prizes without notice.
- 3.5. Any prize that constitutes a voucher, gift card, debit card, pass or ticket are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Any unused balance of a voucher, gift card, debit card, pass or ticket will not be awarded as cash.

4. PRIZE DRAW

- 4.1. The Prize will be awarded to the first valid Entrant (**Winner**) drawn by computerised random selection in accordance with the Prize Draw.
- 4.2. The Winner will be notified in accordance with the Winner Notification process above.

5. FURTHER DRAW

- 5.1. If the Prize can't be awarded to the Winner for any reason (including whether an Entrant does not properly meet the Method of Entry Requirements or cannot be contacted within 30 calendar days of first being notified of winning the Prize Draw or the Winner fails to claim the Prize within the Prize Claim Period), that Winner forfeits the Prize, and the Promoter will then repeat the Prize Draw process at a new date until the Prize is awarded.

- 5.2. All reasonable steps to notify the Winner of the results of the Prize Draw will be taken by the Promoter.

6. PRIVACY

- 6.1. The Promoter will collect the Entrant's personal information, including but not limited to the Entrant's name, likeness, email address, postcode, phone number and social media account details which the Promoter will keep in accordance with its Privacy Policy available at <https://www.sushisushi.com.au/privacy>. The Promoter will be unable to consider your entry into this Competition if you do not provide this information.
- 6.2. Information we collect about Entrants may be disclosed to third parties as necessary to facilitate any of the above-mentioned purposes including but not limited to for the purpose of drawing a Winner and providing marketing Communications.
- 6.3. Entrants acknowledge that the Winner's name and/or social media handle may be published on the @sushisushiaus Instagram page and/or any other social media channels held by the Promoter and other mediums or localities as required by law.
- 6.4. By entering the Competition, each Entrant consents, without royalty or any fees, to the Promoter using their personal information for future marketing and promotional purposes.
- 6.5. Entrant's can gain access to, update or correct any of their Personal Information held by the Promoter by contacting customerfeedback@sushisushi.com.au or by writing to the Promoter at Level 2, 545 Blackburn Road, Mount Waverley, Victoria 3149.

7. LIABILITY & WARRANTIES

- 7.1. To the extent permitted by law, the Competition is provided on an "as is" basis, without any warranties, express or implied. Neither the Promoter nor its affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition.
- 7.2. To the extent permitted by law, neither the Promoter nor its affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable.
- 7.3. It is a condition of accepting a Prize that an Entrant may be required to sign a release as determined by the Promoter in its absolute discretion prior to receiving a Prize.

- 7.4. Nothing in these Terms restricts, excludes or modifies, or purports to restrict, exclude or modify any statutory consumer rights under any applicable law, including the *Competition & Consumer Act 2010* (Cth).
- 7.5. If the Competition is conducted or promoted via a social media site or third-party media channel, the Entrant acknowledges that the competition is not sponsored or endorsed or administered by that site or channel. The Entrant releases the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

8. General

- 8.1. The Promoter reserves the right to cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident or force majeure occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, or other technical failure or withdrawal by a Sponsor). For the avoidance of doubt a 'force majeure event' includes, but is not limited to, an act of god, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lockouts and work stoppages, terrorism, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition.
- 8.2. The Promoter reserves the right to change these Terms, or otherwise modify the Competition, at any time without prior notice in its sole discretion.
- 8.3. These Terms are governed by the laws of Victoria. If any of these Terms are or become invalid, the relevant part is severed which doesn't affect the validity of the remaining parts.
- 8.4. The Promoter does not waive a right if it fails to or there is a delay in exercising it.
- 8.5. If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
- 8.6. Entrants must have the bill payer's consent to use QR (quick response) code and/or mobile Internet to participate in the Promotion or their entry will be deemed invalid. Eligible Entrants must check with their service provider if unsure. Downloading and/or accessing mobile content including web-based content may incur data charges. Any external links (such as links clicked through the Apple App Store or Google Play) and promotional application features that require Internet connection may also incur data charges.

8.7. References to dollars or \$ is a reference to Australian dollars.