

Random Act of Pie-ness Terms & Conditions ("Conditions of Entry")

Schedule							
Promotion:	Random Act of Pie-ness						
Promoter:	The Trustee for THE LARRY PANTALEO FAMILY TRUST (t/a PINJARRA BAKERY & PATISSERIE) ABN 24081964475, Shop 6, 2 Peel Street Pinjarra, Pinjarra, WA 6208, Australia. Ph: 08 9531 1413						
Promotional Period:	Start date: Monday 28th November 2022 End date: Friday 23rd December 2022						
Eligible voters:	Voting is only open to Australian residents. Voters under the age of 18 must have parent or legal guardian approval to enter.						
Eligible Entities:	<ul style="list-style-type: none"> ● TBC ● TBC ● TBC 						
How to Vote/Enter:	<p>To vote for an Entity, the eligible voter must complete the following steps during the Promotional Period:</p> <p>a) complete the required spend requirement listed below in a single transaction at the Participating Store ("Qualifying Spend"). The respective number of token/s (outlined below based on spend), will be provided to the eligible voter; and</p> <p>b) there will be one (1) marked box for each Entity in store. To vote for a specific Entity, the voter must drop each token into the respective box of the Entity for which they would like to vote.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Spend Requirement/Qualifying Spend*</th> <th style="text-align: center;">No. of Tokens</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$15.00 - \$19.99</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">\$20.00 and up</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Spend Requirement/Qualifying Spend*	No. of Tokens	\$15.00 - \$19.99	1	\$20.00 and up	2
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\$15.00 - \$19.99	1						
\$20.00 and up	2						
Participating Store:	Pinjarra Bakery Port Kennedy 377 Warnbro Sound Ave, Port Kennedy WA 6172						
Entries permitted:	Multiple entries permitted subject to the following: <ul style="list-style-type: none"> a) maximum of two (2) tokens/votes permitted per Qualifying Spend; and b) each vote must be completed in accordance with the entry instructions above. 						
Winner Determination:	<ul style="list-style-type: none"> ● Consumers who enter this Promotion will not receive any prize; only Eligible Entities will be eligible to win a prize. ● The Promoter will calculate the total number of tokens/votes received for each Entity during the Promotional Period (in accordance with the method outlined in the How to Enter section above). ● The Entity that receives the highest number of tokens/votes by the end of the Promotional Period will win AUD\$500. The winning Entity must provide their nominated Australian bank account details to the Promoter in order for the prize to be awarded. ● <u>Tie-break Mechanic:</u> If two (2) or more Eligible Entities are tied for the prize (i.e. receive the equal highest number of tokens/votes), the prize will be split evenly between those tied Entities. 						
Total Prize Pool:	AUD \$500.00						
Winner notification:	The winner will be contacted by phone or email within seven (7) business days of the end of the Promotional Period.						
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the Entity who received the next highest number of valid votes, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.						

1. The voters and Eligible Entities agree and acknowledge that they have read these Conditions of Entry (and Schedule) and that participation in this Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the voter. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Stores, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to vote. "Immediate family member" 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 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. If there is a dispute as to the identity of a voter or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the voter or winner.
13. It is a condition of accepting the prize that an authorised representative of a winning Entity may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries/votes, voter's details and Eligible Entities' details (including a voter's identity, age and place of residence). In the event that a voter cannot provide suitable proof as required by the Promoter to validate their entry/vote their entry/vote will be deemed invalid. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid.

The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the voter. If the dispute cannot be resolved the Promoter's decision will be final.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The voters and Eligible Entities will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. The Promoter accepts no responsibility for any tax implications and the voter must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.