

Terms and conditions for a game of chance

Win a Trip to Italy

Entry Details

Promoter	400 Gradi 17 6145 829 46 of 99 Lygon Street, Brunswick, Victoria, 3057 Bruno Fine Foods 16 0073 165 56 146 Sussex St, Pascoe Vale VIC 3044 This promotion is not sponsored, endorsed, or administered by, or associated with Instagram.
Promotion	The game of chance competition for a trip to Italy conducted by the Promoter to promote the business/trade of 400 Gradi AU and Bruno Fine Foods.
Start Date	12:00pm 15 of December 2023
End Date	12:00am 15 March 2024
Permit[s]	SA Permit Number: T23/1971
Qualifications for Entry	<ul style="list-style-type: none">- Entrants must be aged 18 years and above, reside in Australia (excluding ACT). , and hold a current passport with at least 1 year at 15 March 2024.- Follow @400gradi_au & @Brunofinefoods on Instagram- Dine in at any participating 400 Gradi restaurants (locations include Brunswick, Eastland, Essendon, Mildura, Mornington, Norwood)- Scan the QR code on their receipt and submit their entry at (http://400gradi.ubpages.com/enter-to-win/), including First Name, Last Name, Email, Instagram Handle, and Date of Birth to confirm they are over 18 years of age- The winner is responsible for obtaining any required visas and for all travel insurance- The winner is responsible for transport to/from Melbourne airport- The winner is responsible for transport to/from Naples airport- The winner is responsible for any expenses incurred in relation to participating in or winning the Promotion- The winner must ensure they meet all travel requirements and adhere to any travel advisories in place
The Prize	The prize(s) to be awarded under the Promotion are: <ul style="list-style-type: none">- 2 x return economy flights from Melbourne to Naples valued at \$4,800 AUD.- 3 nights' accommodation in Naples for 2 people, valued at \$1,700 AUD.- A guided tour of the Latteria Sorrentina cheese factory, including return transfers from the hotel to the factory.- Travel dates must occur between May 2024 and December 2024

	- The prize winner is responsible for any taxes
Prize Value	The retail value of the prize is \$6,500
Draw Date[s]	20/03/2024
Draw Location	99 Lygon Street, Brunswick, VIC, 3057
Publication	<ul style="list-style-type: none"> - Winners will be notified via email and Instagram DM using the contact details provided in the entry form. - Winners will be announced on the Instagram stories of @400Gradi_au and @Brunofinefoods and on the promotion entry landing page.
Redraw Date	20/05/2024
Redraw Location	99 Lygon Street, Brunswick, VIC, 3057

1 Terms and conditions

1.1 The Promotion

- (a) These terms and conditions and the Entry Details govern the Promotion.
- (b) Win a Trip to Italy
- (c) The Promotion will commence on the Start Date and close on the End Date (**Promotion Period**).

[The Promotion is authorised under the Permit[s] T23/1971

1.2 Eligibility

The Promotion is open to any individual who meets all the following criteria (each, an **Entrant**):

- (a) the Qualifications for Entry;
- (b) The individual purchases a food or beverage from the promotor during the promotional period
- (c) The individual is not involved in conducting the Promotion or the management of any benefiting business in relation to the Promotion; and
- (d) The individual is not employed by the Promoter or related in any way to an existing employee of the Promoter.

1.3 The Prize[s]

- (a) The Prize is not exchangeable or redeemable for cash or other goods or services, and may not be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes
- (b) The total value of the Prizes is \$6,500
- (c) It is a condition of accepting the Prize that the Winner accepts the following conditions of use of the Prize:
 - (i) The winner must possess a valid passport at the time of travel
 - (ii) The winner is responsible for obtaining any required visas and for all travel insurance
 - (iii) The winner must ensure they meet all travel requirements and adhere to any travel advisories in place
- (d) An Entrant can enter the Promotion by;
 - (i) Following @400gradi_au & @brunofinefoods on Instagram

- (ii) Dine at any participating 400 Gradi Restaurants (locations; Brunswick, Eastland, Essendon, Mildura, Mornington, Norwood)
 - (iii) Scan the QR code on their receipt and submit their entry including first name, last name, email address, Instagram handle, and date of birth
 - (iv) Entrant must retain the original copy of their receipt
- (e) Each Entrant must retain their original purchase receipt or online invoice for all entries as proof of purchase.
- (f) An Entrant is permitted to enter the Promotion as many times as they wish, one entry per food or beverage purchase during the promotion period.
- (g) Any entry not in compliance with these terms and conditions is automatically invalid. The Promoter reserves the right to accept or reject non-compliant or incomplete entries in its sole discretion.
- (h) Each Entrant is responsible for any expenses incurred in relation to participating in or winning the Promotion. An Entrant will not be reimbursed for any cost incurred in the event of winning the Promotion other than as expressly set out in these terms and conditions.
- (i) An Entrant or purported Entrant will be disqualified from the Promotion, and will not be eligible for any Prize, if they:
- (i) enter the Promotion without being eligible under clause 1.1(a);
 - (ii) tamper with the entry process, including by using bots or other automatic or illicit means to enter the Promotion;
 - (iii) submit an entry that does not comply with these terms and conditions;
 - (iv) engage in misleading, deceptive or fraudulent conduct, or otherwise behave in a way that may (in the Promoter's opinion) bring the Promoter into disrepute; or
 - (v) are unable to furnish proof of purchase in accordance with clause (e)].
- (j) Entries must be received before the draw is conducted in accordance with clause 1.4.

1.4 The Draw[s]

- (a) The Promoter will randomly draw the winner of the Promotion from the pool of valid entries made by Entrants during the Promotion Period by random at the draw date
- (b) The Draw will take place at the Draw Location on the Draw Date
- (c) Each valid entry in the Draw will have an equal chance of being drawn.

1.5 Notification of Winner[s]

Within [7] days after the Draw, the Winners will be contacted by Instagram and email.

1.6 Publication of Winners

- (a) Within [30] days after the Draw, the Promoter will announce the Winner[s] of the Promotion in the Publication.

1.7 Prize distribution

- (a) The Promoter may request that the Winner provide proof of eligibility prior to awarding the Prize.
- (b) The Winner will be sent the Prize via email
- (c) The cost of claiming the Prize is therefore nil

1.8 Prize substitution

The Prize[s] may be substituted with a prize of the same or greater value than the original Prize[s] if:

- (a) the Winner agrees in writing; or
- (b) the original Prize is unavailable due to circumstances beyond the control of the Promoter and reasonable but unsuccessful attempts have been made to reach agreement with the Winner.

1.9 Rejection of [the/a] Prize

- (a) The Winner may opt to reject the Prize within 14 days after notification of winning by contacting the promotor via phone on (03) 9380 2320
- (b) In the event that the Winner rejects the Prize in accordance with clause 1.9(a), the Promoter may redraw the Prize in accordance with clause 1.11.

1.10 Unclaimed Prize

- (a) If the Prize is is not able to be claimed by the Winner through no fault of the Promoter within a period of 14 days after the Draw Date (Claim Period), the Prize will be deemed forfeited and the Promoter may redraw the Prize in accordance with clause 1.11].
- (b) The Promoter will make every reasonable effort to contact the Winner during the Claim Period.

1.11 Redraw

- (a) In the event that the Prize is rejected in accordance with clause 1.9(a) or unclaimed in accordance with clause 1.10, a second draw for the Trip to Italy (**Redraw**) will take place on

the Redraw Date, and the Redraw will be deemed a Draw and the Redraw Date will be deemed the Draw Date for the purposes of clauses 1.4, 1.10 and 1.14 of these terms and conditions.

- (b) The Redraw will take place at the Redraw Location.

1.12 Promotion

- (a) The Winner[s] consent[s] to the Promoter, without royalty or any fees, using his or her name, likeness, image, voice and entry in any marketing and promotion of the Promoter and/or business.
- (b) The Winner[s] may be required to participate in media activity and sign a release and consent form if requested by the Promoter.

1.13 Dispute resolution

- (a) A complaint about the Promotion, including about claiming the Prize, may be made by:
 - (i) Contacting the promoter on (03) 9380 2320 or in writing to marketing@gradigroup.com.au
- (b) Decisions of the Promoter in relation to any complaints are final and may be made in the Promoter's complete and sole discretion.

1.14 Termination of the Promotion

- (a) The Promoter may terminate the Promotion at any time and for any reason prior to the Draw Date.
- (b) If the Promoter terminates the Promotion prior to the Draw Date, then the Promoter will not proceed to conduct the Draw and no Entrant or other person will be eligible to win any Prize under the Promotion.

1.15 Liability

- (a) Subject to clauses 1.15(b) and 1.15(c), the Promoter is not liable for any loss, cost, expense, damage or liability suffered or incurred by any Entrant or Winner in connection with the Promotion, including in connection with:
 - (i) late, lost, altered, damaged or misdirected entries or Prize acceptance, including delays due to technical disruptions or network congestion;
 - (ii) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the Promotion;
 - (iii) any theft, destruction, unauthorised access to or alteration of entries; or
 - (iv) any use of the Prize or any tax liability incurred by the Winner as a result of winning or accepting the Prize.

- (b) Nothing under clause (a) limits any Entrant's or the Winner's rights under the *Competition and Consumer Act 2010* (Cth) (CCA).
- (c) These terms and conditions do not exclude or limit the application of any statutory provision, including but not limited to a provision of the CCA and the consumer guarantees under the Australian Consumer Law, where to do so would contravene that statute or cause any part of these terms and conditions to be void.

1.16 Force majeure

Without limiting clause 1.14, if the Promotion is unable to proceed due to unforeseen circumstances, including cyber-attack, industrial strike, computer virus, fraud, or technical failures, the Promoter may take appropriate action with respect to the Promotion (including suspension, termination or modification of the Promotion) as it deems appropriate, subject to any relevant regulation or law or direction from a regulatory authority.

1.17 Privacy and personal information

- (a) The Promoter will use and retain for a reasonable period the personal information of each Entrant for the following purposes:
 - (i) to communicate with the Entrant regarding the Promotion;
 - (ii) to verify that these terms and conditions have been complied with; and
 - (iii) for accounting purposes
- (b) An Entrant's personal information may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize.
- (c) Any other use of an Entrant's personal information will be in accordance with the Promoter's Privacy Policy available here <https://400gradi.com.au/400/privacy-policy/> and in accordance with all applicable privacy and spam laws.
- (d) The Promoter will not use the personal information of an Entrant except in accordance with the purposes stated in this clause.

1.18 Contacting the Promoter

An Entrant may contact the Promoter by the following methods:

- (a) (03) 9380 2320; and
- (b) Marketing@gradigroup.com.au

1.19 Governing law

These terms and conditions are governed by the laws of South Australia and the Entrants submit to the jurisdiction of the South Australian courts in respect of any proceedings in connection with these terms and conditions.