

Motto Motto

Social Media Terms and Conditions

1. The promoter is Motto Motto whose registered office is in Brisbane.
2. The competition is open to residents of Australia aged 18 years or over except employees of Motto Motto and their close relatives and anyone otherwise connected with the organisation or judging of the competition.
3. To enter this competition, people must visit Motto Motto (Garden City, Pacific Fair and Chermside locations) and share their experience of dining. Any photos are acceptable as long as they comply with Instagram terms and conditions.
4. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. Route to entry for the competition and details of how to enter are via Instagram for Motto Motto
6. Customers are able to make multiple entries.
7. No responsibility can be accepted for entries not received for whatever reason.
8. The rules of the competition and how to enter are as follows:
 - a. Competition period is 7 days (Monday – Sunday) commencing Monday 22 May
 - b. Competition period is ongoing until further notice
 - c. Post a photo to instagram using either @MottoMotto_Japanese and #MottoMotto
 - d. The winner will be drawn at random on Sunday at 6PM
9. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
10. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
11. The prize is as follows: 1 x complimentary meal for 2 persons to redeem at Motto Motto (Garden City, Pacific Fair and Chermside locations) to the value of \$40.00
12. The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
13. Winners will be chosen:
 - a. By an independent adjudicator or panel of judges appointed by the Promoter.
14. The winner will be notified each via direct message on Instagram
15. The promoter will notify the winner when and where the prize can be collected / is delivered.
16. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
17. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
18. The winner agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
19. Entry into the competition will be deemed as acceptance of these terms and conditions.
20. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Motto Motto and not to any other party.

Privacy Policy

Motto Motto respects the importance of protecting the privacy and the rights of individuals in relation to their personal information. This privacy policy tells you how we collect and manage your personal information.

We respect and uphold your rights to privacy protection under the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (the Act) and we comply with all of the Act's requirements in respect of the collection, management and disclosure of your personal information.

1. What is your personal information?

When used in this privacy policy, the term "personal information" has the meaning given to it in the Act. In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address, date of birth, profession or occupation, and your IP address. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

2. What personal information about you does Motto Motto collect or hold?

If you are a customer or prospective customer, Motto Motto may collect or hold information received as a result of any dealing, transaction or interaction with you, including:

- your contact details, such as name, age or date of birth, address, phone numbers, social media identifiers and email address;
- any information you provide to us as a result of any dealing, transaction or interaction (for instance any feedback or requests for information);
- any information you submit for the purposes of participating in promotional programs or collected as part of the administration of any such program; or

Motto Motto may also collect and hold statistical information regarding the use of our website which may include your device's internet protocol address and the date and time of your visit.

You must not provide us with personal information of another person, other than with our express permission. If at any time you provide the personal information of another person to us then you must ensure that that person has read and understood this policy and separately consents to that personal information being used and disclosed by us for the above purposes.

3. How do we collect your personal information?

We collect your personal information directly from you unless it is unreasonable or impracticable to do so. When collecting personal information from you, we may also collect in other ways including:

- through your access and use of our website;
- in-store through the Motto Motto Loyalty Program;
- by phone or email, or via social media;

- by signing up to the Motto Motto email database;
- through participation in our promotions; or

4. Cookies

In some cases, we may also collect your personal information through the use of cookies. When you access our website, we may send a “cookie” (which is a small summary file containing a unique ID number) to your device. This enables us to recognise your device and greet you each time you visit our website without bothering you with the same requests. It also enables us to keep track of the products that you like, and the promotions that you’ve been a part of so that, if you consent, we can send you news about new exciting products and promotions that you might like.

We also use cookies to measure traffic patterns, to determine which areas of our website have been visited and to measure transaction patterns in the aggregate. We use this to research our users’ habits so that we can improve our online products and services. If you do not wish to receive cookies, you can set your browser so that your device does not accept them.

We may log IP addresses (that is, the electronic addresses of devices connected to the internet) to analyse trends, administer the website, track users movements, and gather broad demographic information.

5. What happens if we can’t collect your personal information?

If you do not provide us with the personal information described above, some or all of the following may happen:

- we may not be able to provide you with your favourite Motto Motto products and services to the same standard;
- we may not be able to provide you with information about products and services that you may want, including information about discounts or special promotions; or
- we may be unable to tailor the content of our website to your preferences and your experience of our websites may not be as enjoyable or useful.

6. What does Motto Motto do with your personal information and why do we collect and hold it

We collect personal information about you so that we can perform to provide the best possible quality of customer service and give you and your fellow customers what you want.

We collect, hold, use and disclose your personal information about for the following purposes:

- to assist in providing goods and services to you;
- to assist in responding to any requests you make to us;
- to communicate promotional offers and special events;
- to assess the performance of the website and to improve the operation of the website;
- for the internal administrative, marketing (including direct marketing),

- planning, product development, quality control and research purposes of Motto Motto and its franchisees and associates;
- to administer any completed agreement and provide the services thereunder;
 - to administer any promotions or offers;
 - to process and respond to any complaint made by you;
 - to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country; and
 - for any other purpose made known to you at the time of collection of your personal information.

Motto Motto may disclose the information collected to agents and employees of Motto Motto and/or franchisees of Motto Motto and/or their agents or employees but only for the purpose for which such information was collected.

At any time you may opt out of receiving any communications from us (other than as required for the operation of our business, eg regarding payment of your account).

Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.

7. Who can we disclose your personal information to?

We may disclose your personal information to:

- our employees, our franchisees, contractors or service providers for the purposes of operation of our website or our business, fulfilling requests by you, and to otherwise provide products and services to you including, without limitation, third party payment providers, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants;
- suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes; and
- any organisation for any authorised purpose with your express consent.

8. Direct marketing materials

We may send you direct marketing communications and information about our products and services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS and email, in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth). You consent to us sending you those direct marketing communications by any of those methods. If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so. In addition, at any time you may opt-out of receiving marketing communications from us by contacting us using the contact information in clause 15 of this privacy policy or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is

removed from our mailing list.

We do not provide your personal information to other organisations for the purposes of direct marketing.

9. How can you access and correct your personal information?

You may request access to personal information we hold about you by writing to the Motto Motto Privacy Officer at the address specified in clause 14 of this privacy policy. Where we hold information that you are entitled to access, we will endeavour to provide you with a suitable range of choices as to how you access it (eg emailing or mailing it to you).

There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or it if would result in a breach of confidentiality. If that happens, we will give you written reasons for any results.

If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment, then we will add a note to the personal information stating that you disagree with it.

10. What is the process for complaining about a breach of privacy?

If you believe that your privacy has been breached, please contact our Privacy Officer using the contact information in clause 15 of this privacy policy and provide details of the incident so that we can investigate it.

We request that complaints about breaches of privacy be made in writing, so we can be sure about the details of the complaint. Our Privacy Officer deals with privacy complaints and any complaints should be directed to our Privacy Officer using the contact details in clause 15 of this privacy policy. We will attempt to confirm with you, as and when it is appropriate and necessary, your understanding of the conduct relevant to the complaint and what you expect as an outcome. We will inform you whether we will conduct an investigation, the name, title, and contact details of the investigating officer and the estimated completion date for the investigation process.

After we have completed our enquiries, we will contact you, usually in writing, to advise the outcome and invite a response to our conclusions about the complaint. If we receive a response from you, we will assess it and advise if we have changed our view.

11. Security

We take reasonable steps to ensure your personal information is protected from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in either electronic or hard copy form. Personal information is destroyed or de-identified when no longer needed.

As our website is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

12. Contacting us

If you have any questions about this privacy policy, or any concerns or a complaint regarding treatment of your privacy or a possible breach of your privacy by us, please contact us, preferably in writing, using the details set out in this clause 12.

We will treat your requests or complaints confidentially. Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in timely and appropriate manner.

Our contact details are as follows:

Motto Motto Support Office

Web: <https://www.mottomotto.com.au/locations/>

Email: contact@mottomotto.com.au

Phone: (07) 3268 6655

Post: Level 1/39 Hercules St, Portside Wharf Hamilton QLD 4007

13. Change to our Privacy Policy

We may change this privacy policy from time to time. Any updated versions of this privacy policy will be posted on our website. Please review it regularly. This privacy policy was last updated on 29 March 2017.

14. Miscellaneous

References to "Motto Motto" or "we" are references to Motto Motto Trust (ABN 87 511 471 756).

Although we intend to observe this policy at all times, it is not legally binding on Motto Motto in any way. From time to time we may regard it as necessary or desirable to act outside the policy. Motto Motto may do so, subject only to any other applicable contractual rights you have and any statutory rights you have under the Act or other applicable legislation.

Terms and Conditions

This website www.mottomotto.com.au (the Site) is made available by The Trustee for Motto Motto Trust ABN 87 511 471 756.

These terms and conditions (the "Terms") apply to any person who accesses this Site for whatever purpose. By continuing to access our Site, you agree that you enter into a legally binding contract with us upon these Terms.

These Terms, and any additional document we incorporate by reference in these Terms, including, where applicable, any Promotional Terms constitute the complete and exclusive understanding and agreement between you and us.

If you do not agree with any term or condition in these Terms, the Privacy Policy, or any policies or additional documents we incorporate by reference, or any subsequent changes, you must not continue to use the Site.

1. Purpose of the Site

We make this available to allow you to browse and view details of the products and services offered by Motto Motto and its network of restaurants. On the Site, we may also allow you to interact with us via social media channels or enter Promotions.

2. Use of our Site

You're permitted to use our Site for your own personal and non-commercial use and not to misuse it. The copyright and other intellectual property rights published on our Site are owned by us. These works are protected by copyright laws and all rights are reserved.

Our Site may not be used, reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without the express written permission of Motto Motto.

You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Site.

You assume full responsibility for any associated costs or charges that you incur as a result of using our Site.

3. Promotions

If you wish to participate in a Promotion on the Site, you will be required to accept the relevant Promotion Terms, which are incorporated into these Terms.

4. Access to this Site

We make every effort to make sure that our Site is available 24 hours a day. We are not liable if our Site is unavailable at any time or for planned maintenance or other reasons. Access may be suspended temporarily at any time and without prior notice.

You're responsible for making arrangements to access our Site. You also have responsibility for ensuring that anyone who accesses our Site through your internet connection are also aware of these Terms and that they comply

with them.

5. Security

The transmission of information via the internet is not completely secure and data is submitted at your own risk. Although we take the steps required by law to protect your information, we can't guarantee the security of your data transmitted to the Site.

6. Third party links

You may link to the Site as long as you do so in a fair and legal way and that will not cause damage or take advantage of our reputation. You shouldn't link from a website that isn't owned by you or that suggests a form of association with or endorsement by us. We have the right to withdraw linking permission at any time and for any reason.

7. Your privacy

We're committed to protecting your privacy and security. All Personal Information that we collect from you will be handled in accordance with our Privacy Policy.

By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our Privacy Policy.

8. Termination of access

We may terminate or suspend your right to access the Site immediately by notifying you in writing (including by email) if we believe in our sole discretion that you have breached these Terms.

9. Variations

These Terms may be updated or amended by us at any time in our sole discretion. Each time you use the Site and/or our Services, it is your responsibility to review these Terms and the Privacy Policy in case of any such updates or amendments. If you do not agree to Motto Motto updates or amendments, you must not continue to use the Site or our Services.

10. Disclaimers

We do our best to ensure that information on our Site is correct but we can't promise it is accurate or complete. We may make changes to the material on the Site, or to the Service, products and prices described on it, at any time without notice.

We do our best to ensure that our product names, descriptions, prices, nutritional information and allergenic warnings are accurate. The material on the Website may be out of date, and we make no commitment to update that material.

12. Miscellaneous

These Terms and the relationship between us shall be governed and construed in accordance with Australian law. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Australian courts.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision.