

The Pancake Parlour – Winter Parlour Terms and Conditions

**Promoter:**

Lovely Pancakes Pty Ltd T/as The Pancake Parlour
ABN 56 006 426 599

Relevant States/Territories:

VIC only

Entrants:

Entry to the Promotion is open to Victorian residents who are aged 16 years or above and are currently Lovely Rewards members at The Pancake Parlour. Members under the age of 18 who wish to sign up require parental consent. Anybody aged under 16 does not need to register, however can participate in the promotion as long as they are accompanied by one (1) Lovely Rewards member at time of Winter Parlour offer redemption.

Promotion Period:

Starts: 10:01am AEDST 03/06/2022
Ends: 11:59pm AEDST 31/08/2022

Promotion:

Participants are eligible to redeem offers determined by The Pancake Parlour at any time, at the Winter Parlour price to temperature conversion represented by the temperature trigger points on the website – www.winterparlour.com.au/live-temp-update

Location of Entry

Customers will need to a) become a Lovely Rewards member by registering to the Winter Parlour promotion via downloading The Pancake Parlour Rewards app, or; b) already have an existing Lovely Rewards account to be eligible for the Winter Parlour promotion.

Once registered, members will receive weekly email communications that contains the week's offer via email, social media or the app.

How to redeem

The Winter Parlour offer will be redeemable by presenting the member barcode on The Pancake Parlour app in-restaurant at counter for scanning.

Temperature to price conversion

The temperature to price conversion is a representation of the live Melbourne temperature according to the 'Melbourne – Melbourne Airport' location on the Bureau of Meteorology website (www.bom.gov.au) and determines the Winter Parlour price at the time of payment. The final price is to be determined after the 'Refresh' button has been triggered by the customer or staff member at the time of payment - www.winterparlour.com.au/live-temp-update. There are four temperature brackets that will determine the price of the offer:

- | | |
|------------------|------------------|
| - Under 5°C | \$5 |
| - 5.1°C to 10°C | \$10 |
| - 10.1°C to 15°C | \$15 |
| - 15°C+ | Normal RRP price |

Should the price conversion be **above** the menu price of the product, the customer will only be charged the full menu price. If the price conversion is zero or below, the customer will receive the offer at \$5. The customer will not receive a credit if the price conversion is negative. Low-gluten and vegan options are available as part of the promotion. Gluten free options will be available at the price in the bracket.

Details of offer

On Friday of each week during the promotional period, customers will be advised of the Winter Parlour flavour of the week via The Pancake Parlour's Winter Parlour website (www.winterparlour.com.au), and [Facebook](#), and [Instagram](#) networks, as well as email.

Activation of offer

The Winter Parlour offer of the week will be valid between 9am Friday and midnight the following Thursday, and is redeemable at the Winter Parlour price to temperature conversion, which is determined at the time of payment by The Pancake Parlour team member according to the Melbourne Airport temperature indicated on the Winter Parlour website at the time.

Location of offer redemption

The Winter Parlour offer is valid dine in only at ANY Melbourne The Pancake Parlour restaurant. There is no restriction to which restaurant the offer can be redeemed from.

Users of The Pancake Parlour app can process their redemption via the app by simply selecting the item on Winter Parlour special for the week from the Winter Parlour menu category. The price on the item will be updated on the app in real time. If the app does not show the correct temperature at time of purchase, close the app and re-open to refresh or ask a team member for further assistance.

Maximum Number of Entries:

Entrants can only register once. Only one Lovely Rewards account can be used per person, however members can redeem the offer for an additional three (3) persons aged under 16 who are present at time of purchase. If no person aged under 16 is present at time of purchase, only one valid sweet pancake choice can be redeemed per member account, per day.

Other offers during promotional period

1. **After every 3 visits during Winter** (June 1 to August 31), members will be rewarded with a *free tea or coffee with meal purchase*. Vouchers will be redeemable via the **bonus offers** section of the member's app
 - a. Only one visit can be accumulated per day, despite multiple transactions
2. **Most visits for the Winter** will be rewarded with a year's worth of Pancakes. The Pancake Parlour marketing team will determine the winner at end of campaign
 - a. In the event of a tie, the member with the highest spend during the period will be deemed the winner
 - b. Member must purchase minimum one (1) food item while dining in to qualify the visit. Item does not have to be a Winter Parlour promotion item
 - c. Winner will be announced on September 2, 2022
 - d. A year's worth of pancakes is valued at \$1,200. \$100 voucher will be coordinated to the winning member each month over a 12-month period.

Terms of Entry

1. These terms must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. Participation in the Promotion constitutes acceptance of these Terms of Entry. To the extent of any inconsistency between the Schedule and these terms, the Schedule prevails.
2. Entry is open only to Entrants of the Relevant States/Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion are eligible to enter.
3. The Promotion will be conducted during the Promotion Period.
4. To enter the Promotion, entrants must follow the Entry Mechanic during the Promotion Period.
5. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
6. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
7. All entries and materials submitted to the Promoter in connection with this Promotion become the property of the Promoter and each entrant warrants that s/he has the right to

transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants: a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; b) consent to join the promoter's loyalty program – Lovely Rewards; and b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.

8. The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.

9. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers. Once awarded, the Promoter shall not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

10. The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.

11. At the Promoter's request, participants must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.

12. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

13. If requested by the Promoter, any entrant (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Promotion and/or providing the prize prior to undertaking any specified activities forming part of the Promotion or prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's

entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 12.

14. Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.

15. The Promoter may require the participant to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.

16. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

17. No prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied for that element of the prize. Prize Value is as specified on the Date at which Prize Value Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified for that prize in the Prize Details).

18. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

20. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws in each Relevant State/Territory.

21. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

22. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can read the Promoter's Privacy Policy at <http://www.pancakeparlour.com/privacy-policy/>. Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting the Promoter at the address stated in the Schedule.

23. Unless the contrary intention appears, a reference in these terms or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.

24. Where the Promotion is administered on Facebook entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants of the Promotion release Facebook and its associated companies from all liability arising from the Promotion.