



TERMS AND CONDITIONS OF ENTRY

DOMINO'S AUSTRALIA & NEW ZEALAND – 2023 FATHER'S DAY GIVEAWAY

1. Information on how to enter and prizes form part of these Terms and Conditions. Submission of an entry into this Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all Australian and New Zealand permanent residents aged 18 years and over (**Entrants**). Employees, contractors, directors and their immediate families of the Promoter, franchisees of the Promoter and their employees, and printers, suppliers, providers, and agencies associated with this Promotion are ineligible to enter.
3. The Promotion opens at 9:00 am AEST on Monday 21 August 2023 and closes at 11:59PM AEST on Monday 28 August 2023 (**Promotional Period**). Entries before or after this time will not be considered.
4. To enter, the Entrants must, during the Promotional Period:
 - a. Accept these Terms and Conditions (acceptance of these Terms and Conditions is deemed to be given if an Entrant submits their response in accordance with clause 4b);
 - b. Submit their response by clicking on the link posted on the Promoter's social media platforms (Facebook and Instagram) and Electronic Direct Marketing materials (**Promotional Link**) to complete a submission which includes all of the information below:
 - i. An answer to the following: "**Tell us your Dad's cheesiest joke**"; and
 - ii. Full name, email address, telephone number, home address (for mailing purposes), Dad's name and how many children (or fur children); and
 - iii. Confirmation that the Entrant is over 18 years of age.
5. The Promoter will choose thirty (30) winning Entrants in Australia, and twenty (20) winning Entrants in New Zealand who submit the most creative answer (as determined by the Promoter in its sole discretion) (**Winners**) and will choose, announce, and contact the Winners by 10am AEST, on Friday 1 September 2023.
6. Each Winner is only entitled to one (1) Prize.
7. The Prize is one (1) pair of custom Pepperoni Budgy Smugglers, valued at RRP AUD \$70. There are fifty (50) Prizes to be won. The total Prize pool is valued at RRP AUD \$3,500.
8. If you are chosen as a Winner, the Promoter will contact you via email or telephone to arrange shipping of the Prize to your preferred postal address.



9. The Promoter reserve the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tempers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Incomplete, indecipherable, or illegible entries, entries with profanities or entries that do not satisfy the criteria of these Terms and Conditions will be deemed invalid.
11. Entry in the Promotion is free; however, internet connection and usage rates may apply. Entrants should obtain details of any such costs from their service providers. The Promoter is not and will not be liable for any such costs.
12. Entrants can only submit a single entry per Entrant and an Entrant will not be entitled to multiple Prizes.
13. This is a game of skill and chance plays no part in determining the Winner. Each entry will be individually judged based on the creativity of the information included in the submission as outlined at clause 4b above. The Promoter's decision is final, and no correspondence will be entered into.
14. If the Prizes (or any part thereof) are unavailable or not able to be reasonably provided in accordance with these Terms and Conditions, the Promoter, in its sole discretion, reserves the right to substitute the Prizes (or any part thereof) with prizes of equal value and/or specification.
15. The Prizes, or any unused portion of the Prizes, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Upon receipt of the Prize, the Winner is solely responsible for maintaining the Prize and the Promoter is not responsible for any damage or loss to the Prize. If the Prize is lost, the Promoter will not be responsible for a replacement or reimbursement.
17. All entries submitted become the property of the Promoter. Entries will not be returned to any Entrant. As a condition of entering into this Promotion, each Entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter.
18. Each Entrant warrants to the Promoter that their entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. The Entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth) or other applicable legislation.
19. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.



20. Subject to applicable law, the Winner takes the Prizes entirely at their own risk and indemnify the Promoter in respect of any claim for any accident, injury, property damage, or loss of life that may occur in connection with the Prizes. The Winner is responsible for all insurance, tax or other costs that may be associated with the Prize.
21. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify the Winner if Promoter becomes aware that the Winner and/or a Winner's entries are of a type described in this clause.
23. Any costs associated with accessing or emailing the Promotional Link is the Entrant's sole responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
24. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees, contractors and agents) excludes all liability (including negligence), for any personal injury or death, economic loss or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the Winner or an Entrant; (f) the acceptance or use of a Prize; (g) any act or omission of the Promoter or its associated agencies.
25. The Promoter collects personal information in accordance with the Privacy Act 1988 (Cth) and in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, Prize suppliers, to assist in conducting the Promotion. Entry is conditional on providing this information. Entrants agree that the Promoter may use their personal information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant, including sending the Entrant electronic messages. Entrants should direct any request



to access, update or correct information to the Promoter. All entries become the property of the Promoter.

26. The Promoter has a Privacy Policy which is available at: <https://www.dominos.com.au/about-us/contact-us/privacy-policy> for Australia and <https://www.dominos.co.nz/about-us/contact-us/privacy-policy> for New Zealand. Where the Promoter collects an Entrant's personal information the Promoter will act in accordance with its Privacy Policy.
27. The Promoter is Domino's Pizza Enterprises Limited ACN 010 489 326 of Level 1, 'KSD1', 485 Kingsford Smith Drive, Hamilton, QLD 4007 Australia, telephone 07 3633 3333.