

## **“YOUR LOCAL CLUB PERFECT PLATE AWARDS” 2025 CLUB PROMOTIONS**

### **TERMS AND CONDITIONS**

1. The “Your Local Club Perfect Plate Awards” 2025 Club Promotions consists of two (2) parts:
  - Part 1: Perfect Plate Clubs Game of Skill Competition;
  - Part 2: Perfect Plate Clubs Random Draw Competition – Lucky Door Prize

Part 1 and Part 2 are collectively referred to as the “**Promotions**” and comprise the “**Terms and Conditions**”.
2. Information on how to enter, vote and participate in the Promotions and the prizes to be won through the Promotions are contained in these Terms and Conditions. Participation in the Promotions is deemed acceptance of these Terms and Conditions and the Promoter’s Personal Information Collection Notice, which can be viewed at [https://www.clubsnsw.com.au/sites/default/files/2025-01/PP25\\_PICollection.pdf](https://www.clubsnsw.com.au/sites/default/files/2025-01/PP25_PICollection.pdf).
3. The promoter is The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney, NSW 2000 (“**Promoter**”). The Promoter is conducting the Promotions.
4. References to “**Voting Period**” in these Terms and Conditions have the same meaning as defined in the [“Your Local Club Perfect Plate Awards” 2025 Patron Promotions Terms and Conditions](#) (“**Patron Terms and Conditions**”).
5. The organisations benefiting from this Promotions are each of the Eligible Clubs which enter the Promotions in accordance with these Terms and Conditions.
6. The following persons are prohibited from participating in the Promotions:
  - employees of the Promoter and their immediate families;
  - any persons conducting the Promotions, including any person who determines who is to win a prize in the Promotions; and
  - a person who is involved in the management of any organisation benefiting from this Promotions, including each of the Eligible clubs which enter any of the Promotions in accordance with these Terms and Conditions.

“Immediate family” 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 first cousin.

7. All prize values are at the recommended retail price.

### **PART 1: PERFECT PLATE CLUBS GAME OF SKILL COMPETITION**

#### **General Information**

8. The Perfect Plate Clubs Game of Skill Competition commences at 9:00AM AEDT on 10 March 2025 and ends at 11:59PM AEST on 18 April 2025 (“**Game of Skill Promotional Period**”).
9. Entry into the “Perfect Plate Clubs Game of Skill Competition” is only open to clubs in New South Wales that hold a current membership with the Promoter (“**Eligible Club**”).
10. To be eligible to enter under a competition category listed in clause 21:
  - (a) for the Regional Categories and Club Size Categories, an Eligible Club must create a savoury dish, which must not be a Pizza or dessert dish, and list it on their menu for the Voting Period (**Main Plate Competition Dish**);

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- (b) for the Best Pizza Category, an Eligible Club must create a pizza dish and list it on their menu for the Voting Period (**Pizza Competition Dish**); and
  - (c) for the Best Dessert Category, an Eligible Club must create a dessert dish and list it on their menu for the Voting Period (**Dessert Competition Dish**).
11. The total game of skill prize pool for the Perfect Plate Clubs Game of Skill Competition is \$30,000.
  12. Eligible Clubs may win more than one (1) prize during the entire Game of Skill Promotion Period.
  13. References to "**Competition Dish**" in these Terms and Conditions refers to a dish which is eligible to be submitted to enter a particular competition category, in accordance with clause 10.
  14. References to "**Eligible Patron**" in these Terms and Conditions have the same meaning as defined in the [Patron Terms and Conditions](#).
  15. The Competition Dish must be displayed and sold as a full-priced item and not at a discounted price, except where the Competition Dish is discounted as a result of a valid club member discount being applied. A Competition Dish which is designed to be shared among more than one (1) person can only receive one (1) vote per purchase.
  16. To enter a Competition Dish, Eligible Clubs must complete the following steps:
    - Visit [www.perfectplate.com.au](http://www.perfectplate.com.au) ("**Promotions Entry Page**");
    - Follow the prompts to the Promotions Entry Page;
    - Input the requested details in the entry form on the Promotions Entry Page, being the first and last name, mobile number, email address and job title of the Eligible Club's primary contact, and the name of the Eligible Club;
    - Click the "Next" button to agree to these Terms and Conditions and the Promoter's Personal Information Collection Notice, and to consent to the conduct of the Promotions;
    - Input the name of the eatery within the Eligible Club serving the Competition Dish, the name of the Competition Dish, a description of the Competition Dish, the name of the chef who created the Competition Dish, the sale price of the Competition Dish and an image of the Competition Dish; and
    - Submit the fully completed entry form between 9:00AM AEDT on 10 March 2025 and 11:59PM AEST on 18 April 2025.
  17. By submitting an entry in the Clubs Game of Skill Competition, the Eligible Club is providing its written consent to the conduct of the Promotions.
  18. Eligible Clubs may submit more than one (1) entry, subject to the following: (a) only one (1) Main Plate Competition Dish, one (1) Pizza Competition Dish, one (1) Dessert Competition Dish can be entered per restaurant/eatery within an Eligible Club; (b) each Competition Dish entered by an Eligible Club must be substantially unique to any other Competition Dish entered by the same Eligible Club; and (c) each Competition Dish must be submitted separately and in accordance with entry requirements set out in these Terms and Conditions.
  19. At the conclusion of the Game of Skill Promotional Period, the Promoter will tally the number of votes received from Eligible Patrons during the Voting Period for each eligible Competition Dish.
  20. If physical voting forms are completed by Eligible Patrons in accordance with the terms of entry listed in the [Patron Terms and Conditions](#), Eligible Clubs are responsible for uploading a copy of the physical voting forms completed by Eligible Patrons in accordance with the [Patron Terms and Conditions](#) and the corresponding purchase receipt to the Perfect Plate website [perfectplate.com.au](http://perfectplate.com.au) using the club register portal by 5:00PM AEST on 18 June 2025 in order for the Promoter to count the vote recorded on the physical voting form. The Promoter reserves

the right to require the Eligible Club to send the Promoter the physical voting forms and the corresponding purchase receipt for verification purposes, and if such request is made by the Promoter, the Eligible Club must provide the physical voting forms and corresponding purchase receipt to the Promoter before 5:00PM AEST on 28 June 2025. If the physical voting forms and corresponding purchase receipt are not received by this date, the Promoter may deem the entry to be invalid. Any physical voting forms uploaded by an Eligible Club which does not contain a corresponding purchase receipt will be deemed invalid. Physical voting forms provided to Eligible Patrons must not be altered or modified by the Eligible Club. Any physical voting forms uploaded by an Eligible Club which have been altered or modified by an Eligible Club will be deemed invalid. Staff of Eligible Clubs are prohibited from completing a voting form (including the score) on behalf of the entrant.

### **Competition Categories**

21. Entries will be divided into:

- (a) Regional Categories;
- (b) Club Size Categories;
- (c) Best Pizza Category; and
- (d) Best Dessert Category.

The Regional Categories and Club Size Categories listed below are based on the location and size of the Eligible Club. The Club Size categories are also based on the size of each of the Eligible Clubs' current membership numbers in the Promoter's database as at the commencement date of the Game of Skill Promotional Period.

The 13 regional categories (“**Regional Categories**”) are listed below:

- Newcastle & Hunter Valley
- Far North Coast
- New England Tablelands & North West
- Central West
- Riverina & South West
- Southern Tablelands & Far South Coast
- Illawarra & Shoalhaven
- Southern Metropolitan
- Western Metropolitan
- Eastern Metropolitan
- Northern Metropolitan
- North West Metropolitan
- Central Coast

The three (3) club size categories (“**Club Size Categories**”) are listed below:

- Small: 0 – 5,000 members
- Medium: 5,001 – 30,000 members
- Large: 30,001+ members

22. The Best Pizza Category is based on votes received from Eligible Patrons across all participating Eligible Clubs in New South Wales (as set out in clause 34).

23. The Best Dessert Category is based on votes received from Eligible Patrons across all participating Eligible Clubs in New South Wales (as set out in clause 37 and 39).

### **13 Regional Categories Prize**

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24. One (1) Perfect Plate 2025 plaque will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has entered a Competition Dish that receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions.
25. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) Perfect Plate 2025 plaque will be awarded to each of the tied Eligible Clubs.
26. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
27. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each of the 13 Regional Categories which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Regional Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.

#### **Club Size Category Prize**

28. The Eligible Club in each Club Size Category that submits the Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received by Eligible Patrons in each Club Size Category will win one (1) Perfect Plate 2025 plaque and a local promotional media campaign which is managed, booked and paid for by the Promoter valued at \$10,000 to promote the Eligible Club to the public (“**Media Campaign**”). There are three (3) Media Campaigns to be won, one for each Club Size Category. The Media Campaign consists of the following:
  - (a) at the Promoter’s sole discretion, the Promoter will manage and book either one or a combination of the below advertising mediums to promote the winning Eligible Club:
    - i. local radio advertising;
    - ii. print advertising; and
    - iii. social media advertising.
  - (b) supporting the winning Eligible Club in creating Media Campaign content, materials, and collateral, with the Promoter having final approval. The Eligible Club will be primarily responsible for content creation, with the Promoter providing assistance as appropriate in the Promoter’s sole discretion;
  - (c) the frequency, dates and times of publishing the advertisements is at the discretion of the Promoter; and

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(d) the total value of the media campaign is \$10,000.

29. The total amount of the Media Campaign must be redeemed by 15 October 2025. If the Media Campaign prize has not been redeemed after 15 October 2025, the Media Campaign will be forfeited.
30. Only the Promoter is permitted to book and pay for the advertising included in the Media Campaign prize. The winner of the Media Campaign prize must not book or pay for such advertising themselves.

If two (2) or more Eligible Clubs in the same Club Size Category receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Competition Dishes. The best Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the Media Campaign.

31. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.
32. One (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to one (1) Eligible Club from each Club Size Category which has received the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions. If two (2) or more Eligible Clubs from the same Club Size Category receive the same minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the third highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, one (1) digital poster designed by the Promoter containing the “Your Local Club Perfect Plate 2025” branding and the name of the Eligible Club will be awarded to each of the tied Eligible Clubs.

#### **Best Pizza Category Prize**

33. The Best Pizza Category prize sponsor is Marana Forni Australia Pty Limited (ABN 67 616 311 614) and its related entities (“**Marana**”).
34. The Eligible Club that submits the Pizza Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received from Eligible Patrons from all participating Eligible Clubs across New South Wales (**Winning Pizza Competition Dish**) will win a Marana gift voucher valued at \$5,000 to spend on Marana products. The Eligible Club of the Winning Pizza Competition Dish will also receive one (1) Perfect Plate 2025 plaque from the Promoter.
35. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Pizza Competition Dishes. The best Pizza Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 34.

### **Best Dessert Category Prize**

36. The Best Dessert category prize sponsor is Fonterra Australia Pty Ltd and its related entities (“**Fonterra**”).
37. **Major Prize:** The Eligible Club that submits the Dessert Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the highest overall score based on votes received from Eligible Patrons from all participating Eligible Clubs across New South Wales (**Winning Dessert Competition Dish**) will win an opportunity for one (1) nominated representative of the Eligible Club, namely, its chef who created the Winning Dessert Competition Dish (**Nominated Representative**), to be flown to Melbourne return from Sydney, to participate in a one (1) day mentoring experience, with Anchor™ Food Professionals’ Executive Chef, Mark Normoyle, including the Nominated Representative recreating their winning dish for a professional photoshoot, Mark Normoyle sharing industry expertise and a dining experience at one (1) of Melbourne’s renowned restaurants, to be nominated by Fonterra (**Mentoring Experience**). This prize includes one (1) return economy class airfare from Sydney to Melbourne airport booked by the winning Eligible Club via a representative of Fonterra nominated by the Promoter in writing to the winning Eligible Club, event transfers, set meals and one night’s accommodation, at a venue to be confirmed by Fonterra. Fonterra will use best efforts to ensure that the Nominated Representative’s dietary requirements are accommodated but cannot guarantee that this will be the case. The Eligible Club and its Nominated Representative agree that the outputs of the professional photoshoot will be turned into assets for usage by Fonterra, the Promoter and the Eligible Club for promotional purposes (**Advertising Package**). The Eligible Club the Winning Dessert Competition Dish will also receive one (1) Perfect Plate 2025 plaque from the Promoter. The Major Prize is valued at \$10,000. The date of the Mentoring Experience is subject to the availability of Mark Normoyle. The Prize must be redeemed by 31 October 2025 otherwise the prize will be forfeited.
38. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Dessert Competition Dishes. The best Dessert Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 37.
39. **Runner Up Prize:** The Eligible Club that submits the Dessert Competition Dish which receives the minimum threshold number of votes (as determined by the Promoter in its sole discretion) and the second highest overall score based on votes received by Eligible Patrons from all participating Eligible Clubs across New South Wales will win a supply of Anchor™ Food Professionals products for their club kitchen as detailed as follows, the Eligible Club winner of this prize will nominate one (1) representative to be responsible for selecting Anchor™ Food Professionals product to the value of \$5,000 and provide Fonterra with the necessary delivery details to deliver the product (Representative name, Representative phone number, Representative email, Delivery address, Delivery times and date). If any part or all of this prize is unavailable because of unforeseeable or other special circumstances, Fonterra, may at its sole discretion, reserve the right to substitute this prize (or that part of the prize) with a prize which is similar to the specified prize and is of equal or greater value.
40. If two (2) or more Eligible Clubs receive the minimum threshold number of votes as (as determined by the Promoter in its sole discretion) and the same highest overall score based on votes received by Eligible Patrons in accordance with these Terms and Conditions, resulting in a tie, a representative of the Promoter will visit each of the Eligible Clubs which tied to taste the Dessert Competition Dishes. The best Dessert Competition Dish, as determined by the representative of the Promoter (in its sole discretion), will be declared the winner of the prize listed in clause 39.

41. The Eligible Club winners of the prizes outlined in clause 37 and 39 must take up or redeem prizes prior to 31 October 2025. Fonterra may also require the abovementioned winners of both prizes to execute a Prize Fulfilment Agreement and/or a Free Goods Form as a condition of accepting the prizes outlined in clause 37 and 39. The prize winning Eligible Club(s) and their nominated representatives will be required to and irrevocably grant Fonterra the unrestricted right to use the nominated representative's name, photograph, image, words, voice, artwork and any video/audio recording of the nominated representative, without charge and royalty free, for the promotion of Fonterra's business and products in editorial, trade, website, social media, advertising, television or any other manner or medium and to alter the same without restrictions, further reward or remuneration. The prize winning Eligible Club(s) and their nominated representatives also irrevocably grant the Promoter the unrestricted right to use the nominated representative's name, photograph, image, words, voice, artwork and any video/audio recording of the nominated representative, without charge and royalty free, for promotional purposes on its website, intranet, social media and in advertising, television or any other manner or medium and to alter the same without restrictions, further reward or remuneration.

### **Announcement of Winners**

42. The winners of the Perfect Plate Clubs Game of Skill Competition will be announced at the Perfect Plate Award Night on Tuesday, 15 July 2025 (**“Perfect Plate Award Night”**). If for any reason a winner of the Perfect Plate Clubs Game of Skill Competition does not claim their prize at the Perfect Plate Award Night, and the Promoter cannot reasonably contact the winner by text message (SMS), telephone call and email using the contact details submitted by the winning Eligible Club, the name of the Winning Eligible Club will be published on the Promoter's website [www.clubsnsnsw.com.au/perfect-plate-winners](http://www.clubsnsnsw.com.au/perfect-plate-winners) on Wednesday, 16 July 2025 for a period of 14 days. If for any reason, the winner fails to contact the Promoter to claim their prize by 5:00PM AEST on 30 July 2025, the prize will be forfeited.
43. The plaques and digital posters and Media Campaign prizes will be awarded to the Eligible Club named in the entry form submitted by the respective winning Eligible Club. If the chef who created the winning Competition Dish is not able to attend the Perfect Plate Award Night, the Eligible Club may nominate another member of their kitchen team or club to accept the prize.

### **Acknowledgements**

44. Entrants agree that they are fully responsible for any materials they submit via the Promotions, including but not limited to comments, recordings and images (**“Content”**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party, or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the terms in this clause 44.

45. As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates, contractors and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
46. Where the Promoter provides marketing materials and collateral (**Promoter Marketing Collateral**) to an Eligible Club, the Promoter provides the Eligible Club with a non-exclusive, royalty-free revokable licence to use the Promoter Marketing Collateral, and any Promoter logos and trade marks included therein, to promote the Promotions to the Eligible Club's patrons, subject to the Eligible Club agreeing that when communicating the Promoter Marketing Material to its patrons:
- (a) The Eligible Club will comply with the Promoter's brand guidelines provided to it; and
- (b) it will not alter or modify any Promoter logo or trade mark.
47. The Perfect Plate Clubs Game of Skill Competition is a game of skill and chance plays no part in determining the winning Eligible Club and Competition Dish.

**PART 2: PERFECT PLATE CLUBS RANDOM DRAW COMPETITION – LUCKY DOOR PRIZE**

48. The Lucky Door Prize sponsor is Marana Forni Australia Pty Limited (ABN 67 616 311 614) and its related entities (“**Marana**”).
49. The Perfect Plate Random Draw – Lucky Door Prize promotion commences at 6:30PM AEDT on 15 July 2025 and ends at a time communicated by ClubsNSW at the Perfect Plate Awards event on 15 July 2025 (**Lucky Door Promotion Period**).
50. The total game of chance prize pool for the Perfect Plate Random Draw – Lucky Door competition is \$4,235.
51. To enter the random draw Eligible Clubs must, during the Lucky Door Promotion Period:
- (a) be in attendance at the Perfect Plate Awards Night venue (**Venue**); and
- (b) scan a QR code provided by the Promoter at the Venue and provide the contact details requested to enter the random draw.
52. The random draw will be conducted by or before 11:30PM AEDT on 15 July 2025 by (“**Lucky Door Random Draw**”) to win one (1) Sunmix Professional Line Spiral Dough Mixer valued at \$4,235 (“**Lucky Door Prize**”).
53. Only (1) entry per Eligible Club is permitted in the Lucky Door Random Draw.
54. The Promoter will notify the winner of the Lucky Door Prize on Tuesday, 15 July 2025 using the contact details provided by the Eligible Club. The Lucky Door Prize will be posted to the address provided to the Promoter by the winning Eligible Club within 14 days of the winning Eligible Club responding to the Promoter accepting the Lucky Door Prize, subject to eligibility requirements. If the winning Eligible Club does not respond to the Promoter confirming acceptance of the Lucky Door Prize within seven (7) days of being notified by the Promoter by email, the winning Eligible Club's first name and first initial of their surname will be published on the Promoter's website [www.clubsnsw.com.au/perfect-plate-winners](http://www.clubsnsw.com.au/perfect-plate-winners). If the winning Eligible Club does not contact the Promoter to claim the Lucky Door Prize within seven (7) days of the Promoter publishing their details on the Promoter's website, the Lucky Door Prize will be forfeited, and the Promoter will be entitled to announce another winner selected randomly from



the Perfect Plate Random Draw within the seven (7) day period immediately after the last date for the initial winning Eligible Club to claim the Lucky Door Prize. If the Lucky Door Prize remain unclaimed after the Promoter has drawn two (2) winners for the same unclaimed Lucky Door Prize, and both winners have each failed to claim the Lucky Door Prize despite the Promoter making all reasonable inquiries to contact the winners, the Lucky Door Prize will be forfeited.

55. Any ancillary costs associated with redeeming the Lucky Door Prize are not included.

56. The Perfect Plate Random Draw – Lucky Door Prize is a game of chance.

### **GENERAL**

57. The Promoter reserves the right, at any time, to verify the validity of entries/votes and entrants/voters (including an entrant's or voter's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry or voting process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

58. Incomplete or indecipherable entries or votes will be deemed invalid.

59. If there is a dispute regarding any aspect of this Promotion, including the conduct of the Promotion or the redemption of a prize, the entrant shall contact the Promoter using the Promoter's address contained in these Terms and Conditions. The Promoter will take reasonable steps to assess the dispute based on any facts or evidence presented to it and to respond to it fairly within a reasonable time of the entrant notifying the Promoter of the dispute. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

60. Prize winners of the Perfect Plate Clubs Game of Skill Competition and the Perfect Plate Clubs Random Draw will be notified by text message (SMS) telephone and email.

61. The Promoter's decision is final, and no correspondence will be entered into regarding the result of the Promotion.

62. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, or any other event beyond the reasonable control of the Promoter including by reason of COVID-19 government restrictions, bans and/or lockdowns, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize and invalidate any affected entries.

63. If for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited in accordance with these Terms and Conditions.

64. If any prize (or part of any prize) is unavailable because of unforeseeable or other special circumstances, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize which is similar to the specified prize and is of equal or greater value.

65. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

66. No bonus prizes will be awarded in this Promotion.

67. Entrants consent to the Promoter using their 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 Promotion (including

any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

68. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
69. Entry into the Promotion is free. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. Any cost associated with claiming any prize is the entrant's responsibility.
70. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
71. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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/vote 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) if the appearance of any of the Promoter's ambassadors or representatives is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, entrant; (g) use/taking of a prize; or (h) attendance at a prize event or Perfect Plate Award Night.
72. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry and voting is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clubsnsw.com.au/privacy-policy>, and the Promoter's Personal Information Collection Notice. In addition to any use that may be outlined in the Promoter's Privacy Policy and the Promoter's Personal Information Collection Notice, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter's Privacy Policy also contains information about how entrants may access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries and votes become the property of the Promoter.
73. The Promoter reserves the right to change these Terms and Conditions. However, the Promoter shall take reasonable steps to ensure that if there is a change in the way the Promotions are conducted, information about the change will be notified to the participants or made publicly available within a reasonable time before the change comes into effect.
74. This Promotion is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.