

By entering the promotion referred to in these official rules (the “**Promotion**”) you (the entrant) and we (the promoter whose details are set out below) are entering into a contract on the terms of these official rules (“**Official Rules**”).

1. **How to enter:** You enter the Promotion by tagging a friend in our post on Instagram or Facebook. Entry is free.
2. **Eligibility:** Only individuals residing in Australia aged 18 and older can enter. Employees, contractors, agents and suppliers and the immediate family members of any of the parties associated with the Promotion are ineligible to enter. Automatically or mechanically produced entries are ineligible.
3. The Promotion starts at 10pm on 8th of February 2018 and closes at 12pm Tuesday the 13th of February. The winner will be selected at 12pm Tuesday the 13th of February. Times are Adelaide South Australian times.
4. Details of prizes are two guests to enjoy our 6 course \$85 menu on the 14th of Feb. The prize is only valid on the 14th of February and no collection is required but a note will be made on your booking. Entries and prizes are not transferrable and are not redeemable for cash.
5. The total prize value does not exceed AU \$170. The values are the usual or recommended retail or market values of the prizes.
6. The Promotion involves an element of chance. We will aim to undertake the determination of the winner in a fair and transparent manner. Winning is not contingent on being present at selection of winners.
7. We will aim to distribute the prize and will take every reasonable effort to identify and contact an entrant selected as a winner. We will allow a reasonable period (24 hours) within which the person may claim their prize. If person selected as the winner of the prize does not claim the prize within the time provided in these Official Rules or if we have made reasonable but unsuccessful efforts to identify or contact the person, we may substitute another person as the winner using a subsequent selection. The date of any re-selection will be as soon as reasonably practicable after the need for a re-selection process occurs. The time of day and place of the re-selection will be the same as for the original selection.
8. It is the entrants responsibility to confirm and ensure their contact details are up to date. We will aim to notify all winners personally by email within a few hours of selection. If you are a winner and you claim your prize and comply with the other requirements of these Official Rules, we will do everything reasonably necessary to ensure you receive your prize on the date nominated above after your selection as a winner. We will not charge winners any fee upon receipt of their prize.
9. There may be terms applicable to prizes in addition to those set out in these Official Rules. Before allocating a prize to you, we may ask you to agree to some terms in addition to these Official Rules. These would be (a) a statutory declaration confirming your eligibility to be a winner; (b) providing us with any additional information we ask as being appropriate to allocate and manage the award of the prize and claiming your prize and (c) where the prize involves participation by others nominated by you, their consents to the collections, uses and disclosures of information about them which are similar to those you give us under these Official Rules. These additional terms may be with someone other than us. Entry into the Promotion may require you to, or allow you to, use any electronic (online) service which is not provided by us. Where you subscribe to such a service (eg are a member) and have entered the Promotion using it, you agree to abide by the terms of such service in addition to these Official Rules, including where required by that service provider, that you completely release that service provider and acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with that service provider.
10. By entering, you agree that whether or not you are selected as a winner, we, our group companies and those with whom we or they have commercial alliances (eg prize providers and trademark licensors), and without payment of any fee or obtaining any further consents (a) may use and disclose information about or depicting you (eg your image and/or voice) to promote goods and services using such media (including electronic media such as email, SMS and social media platforms) and in such ways as is reasonable in the circumstances; and (b) will be given such cooperation as is reasonably requested of you as regards participation in media requests, eg being interviewed and photographed.
11. We may collect, use and disclose information about you for direct marketing and data analytics purposes. Such purposes may concern our goods and services, those of our group companies or those with whom there are commercial alliances (eg prize providers and trademark licensors). The means of any direct marketing may include electronic media (email, SMS and social media platforms). We may also collect, use and disclose information about you for the purpose of giving effect to this Promotion and any award of a prize to you, as required or permitted by law, as set out in our privacy policy and otherwise consented to by you. Our privacy policy gives you information on how and why we collect, hold, use and disclose your personal information. If you want full disclosure of information please contact the restaurant on 0883887777.
12. These Official Rules are governed by and shall be construed in accordance with the laws in force in the state of South Australia. Subject to your rights under Consumer Laws referred to below, you agree that in relation to the Promotion (a) we will not be liable for any circumstances in connection with the Promotion which are beyond our reasonable control; (b) if we are or become liable to you for any reason, our liability will be limited to any out-of-pocket expenses incurred by you up to a maximum of the total prize value referred to above, (c) we will not be liable for any other damages (whether those other damages are referred to as direct, indirect, consequential, special or otherwise) nor shall we be liable for any act or omission, negligent or otherwise, except to the extent allowed for in paragraph (b); (d) if any circumstances in connection with the Promotion occur which require some action by us, we may take such action as a reasonable promoter in our circumstances would take by way of response. In some circumstances, this may involve cancelling the Promotion and any award of prizes under it; and (e) we are bound only by the terms set out or referred to in these Official Rules in respect of the Promotion and only those terms govern this Promotion and set out our agreement.
13. **Your rights under Consumer Law and who you give your commitments to**
- 13.1 Regardless of anything else in these Official Rules, nothing in these Official Rules excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion,

restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the 'Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth), and any applicable similar consumer protection laws in the states and territories of Australia.'

- 13.2 In respect of your promises under these Official Rules, we, in entering into the terms of these Official Rules shall be deemed to be doing so for ourselves and also as agent for and on behalf of and for the benefit of each of Our Associates and, to this extent, each of Our Associates shall be deemed to be a party to the terms of these Official Rules and your promises under these Official Rules are enforceable by each of ourselves and each of Our Associates directly. In these Official rules, 'Our Associates' includes (with each corporation individually described as a Principal) any or all of:
- (a) a director, officer, employee, agent or subcontractor of us;
 - (b) any related body corporate of the Principal within the meaning of, in Australia, the Corporations Act 2001
 - (c) a body corporate that is engaged in a joint venture with us or with a Principal;
- (with each of the above individually described as a Principal); and
- (d) any director, officer, employee, agent or subcontractor of a Principal or of any the entities in paragraphs **Error! Reference source not found.** to 0 inclusive
14. **Complaints:** If you are dissatisfied with the conduct of the promotion and remain so after any contact with us you choose you can make a written complaint to the government agency which regulates trade promotions in your location. We will provide you with agency details on request.
15. **Our details:** We are the promoter. Our details are Maximilians Resaurant ABN 56970753136. Without limiting the other provisions of these Official rules, our rights under the terms of these Official Rules may be exercised by us and by our transferees, licensees and group members and by the contractors of any of the foregoing.