

By entering the promotion referred to in these official rules (the “**Promotion named ‘2K off your wedding’**”) 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 following @maximilianssa and commenting with a friend’s name. 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 5 PM on 8<sup>th</sup> August 2018 and closes at 4 PM on 8<sup>th</sup> September 2018. The winner will be selected 4 PM on 11<sup>th</sup> September 2018. Times are Adelaide South Australian times.
4. Details of prizes are 2 Prize Packs worth \$2000. This \$2000 will be taken off the final invoice of the winners wedding held at Maximilians Restaurant with in January 2019 and March 2019. The winner or his/her nominated recipient must be over 18 years of age and must book their Wedding with the promotor. Entries and prizes are not transferrable and are not redeemable for cash.
5. The total prize value does not exceed AU \$2000. 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 (and in any event one week or such longer legally required period) 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 entrant’s responsibility to confirm and ensure their contact details are up to date. We will aim to notify all winners personally by email within 2 business days 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 your final Wedding invoice is sent via email. 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) booking your wedding or significant occasion with us and signing our event terms and conditions (see below) (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. If you do at any time choose to cancel your booking of your wedding at Maximilian’s you forfeit your prize and our normal terms and conditions will apply to that cancellation.
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. 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. To access details set out in these Official Rules, ask that we send you a copy.
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 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 Restaurant ABN 56970753136 ph 0883887777 15 Onkaparinga Valley Rd, Verdun SA 5245 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. Our group companies include Maxcem Pty Ltd.

## Maximilians Event Terms and Conditions

Maximilian's is proud of our excellent reputation for assisting Clients create wonderful Events. The following Terms & Conditions answer many frequently asked queries whilst providing an understanding of our mutual contractual obligations and assisting the successful planning and execution to achieve the most memorable celebrations.

Please review and execute accordingly.

### The Agreement:

The Client wishes to hire the Property (see clause 2.1) for a certain period as specified in the 'Booking Agreement' and to engage Maximilian's to provide those Services and associated Equipment for the Event.

The contract between the Client and Maximilian's is comprised only of these Terms and Conditions and the 'Booking Agreement' to which these Terms and Conditions are annexed.

### 1. Booking Confirmation and Deposit

1.1 A deposit payment to the value of the Venue Hire Fee specified in the 'Booking Agreement' in addition to receipt of a signed copy of the Terms & Conditions constitutes confirmation of booking.

1.2 Maximilian's will hold the date of a tentative booking for a maximum of 14 days after which we reserve the right to cancel a tentative booking where no monies have been received. If an enquiry for the same date is received during this 14 day period, Maximilian's will use their best endeavours to contact the tentative booking and provide them an opportunity to confirm.

1.3 The deposit payment is non-refundable, without exception.

### 2. Venue Hire

2.1 Payment of the venue hire fee provides exclusive use of the Pavilion, Courtyard, Deck & Lawn which will be made available to the client from 5pm on the day of the event (refer to areas outlined in Red on Annexure 1: Maximilian's Site Plan).

2.2 Inclusions consist of trestle tables and chairs, linen table cloths and napkins, full table settings including client supplied table decorations, flexible table plans, set up of display tables, in-house audio and microphone, dimmable lighting features, large easel for provided 'seating plan', dedicated bar, event co-ordination and execution.

2.3 All events are required to cease by 12.00am (midnight)

2.4 Last drinks will be called at 11.30pm

2.5 Entertainment must cease at 11.45pm

### 2.6 Venue Hire Fees and Minimum Spend Requirements

**Off Peak (1st of May – 30th of September) Mon–Fri:** \$500 Venue Hire. Minimum Food and Beverage Spend: \$10,000 **Sat–Sun:** \$1,200 Venue Hire. Minimum Food and Beverage Spend: \$10,000 or No minimum spend for a 6:30pm or later event commencement time.

**Peak (1st of October – 31st of January) Mon–Fri:** \$900 Venue Hire Minimum Food and Beverage Spend: \$10,000 **Sat–Sun:** \$2,500 Venue Hire. Minimum Food and Beverage Spend: \$15,000

**Premium (1st February – 30th April) Mon–Fri:** \$1,300 Venue Hire. Minimum Food & Beverage Spend: \$12,000 **Sat–Sun:** \$2,900 Venue Hire Minimum Food & Beverage Spend: \$16,000

### 2.7 On-Site Ceremonies

2.7.1 On-Site Ceremonies on the Southern Plateau are available from 4pm on the day of the Event for an additional fee of \$500.

2.7.2 Confetti, rice, table scatters or similar items are not permitted on the property. Maximilian's recommends dried rose petals or bubbles only. If any of these items are used with or without the client's knowledge by other guests a \$200 cleaning fee will be payable at the end of the evening.

2.7.3 No consumption of any alcohol is permitted in this space as it is a non-licenced area.

2.7.4 Nets – Maximilian's ceremony site is located within a working vineyard. Vine netting may be used throughout the year. These nets cannot be removed for functions. Typically nets will be used for a short period of time between January and April depending on the season and weather during vintage.

2.7.5 Maximilian's provides 30 chairs, access to power, cleaning and set-up of ceremony area by Maximilian's staff and a clothed signing table in the additional ceremony fee. Additional chairs provided for \$2 per chair. Alternative ceremony times can be negotiated

### 3. Guest Attendance and Payment Conditions

3.1 The Client must finalise and communicate Menu selections to Maximilian's no later than 30 days prior to the Event date.

3.2 Final guest numbers including 'Additional Guests' (i.e. performers, contractors, agents or service providers and the like), must be confirmed no later than 21 days prior to the Event. This is the minimum number of guests that the Client will be charged.

3.2.1 Dietary requirements and final table plans must be received no later than 21 days prior to the event

3.3 Based upon the final number of minimum guests as described in 3.2, an invoice will be issued to the client for the total costs of venue hire, catering, beverage packages and any additional costs as per the Booking Agreement, less any deposits paid.

3.3.1 This invoice must be paid in full no later than 14 days prior to the event

3.4 Any additional costs incurred during the event are to be paid in full immediately upon the conclusion of the event. Maximilian's reserves the right to hold Client's credit card details and process any additional costs on the evening for this payment.

3.5 If guest numbers increase, Maximilian's requires a minimum of 3 days notice prior to the Event.

3.5.1 Maximilian's accepts all Credit Cards (except Diners), Cash or Direct Deposit. A 1% credit card surcharge applies for all Credit Card transactions except Amex where a 3% surcharge is applicable.

3.6 Personal cheques will only be accepted if prior acceptance has been granted by management and are presented in time for full clearance of the funds no later than 14 days prior to the event.

3.7 To assist Clients, Maximilian's accepts Progress Payments for the total anticipated event costs with prior arrangement.

#### **4 Pricing and Menu Changes**

4.1 Food and Beverage pricing will increase by 5% to the nearest dollar on the 1st of July each year regardless of when the Terms and Conditions were signed.

4.2 A Surcharge of 2% will apply to all Event dates that immediately precede or follow a Public Holiday.

4.3 A surcharge of 10% will apply to all Event dates that fall on a Public Holiday.

4.4 Musicians are required under the Musicians Award to be given a meal. Meals will be charged \$45 each and include 1 beverage. Additional beverages consumed by musicians will be charged to the Client.

4.4.1 Additional guests (photographers, agents or the like) may also be supplied with an additional meal. Meals will be charged \$45 each and include 1 beverage. Additional beverages consumed by additional guests will be charged to the Client.

4.5 A Food Package must be selected and paid for on behalf of all guests aged 13 years and over.

4.6 Food Packages for guests aged 12 years and younger will be charged at \$30 per guest

4.7 Either a Beverage Package (minimum of 5 hours) or a bar tab with a minimum spend requirement no less than the least expensive Beverage Package must be selected.

4.7.1 If a Beverage Package is selected, it must be paid on behalf of all guests aged 18 years and over.

4.8 Non-alcoholic Beverage Packages for guests aged 17 years and younger will be charged at \$30 per guest.

4.9 Maximilian's menus may change according to seasonal availability.

4.10 Maximilian's Beverage Packages may change according to product availability.

4.11 Wine vintages may change according to availability.

4.12 No Food or Beverages may be brought onto the property unless prior written consent has been issued by management.

#### **5 Menu Tastings**

5.1 Maximilian's hosts regular menu tastings through-out the year on selected Thursday evenings. Clients are welcome to request the schedule of potential dates and book a maximum of 10 guests for a menu tasting.

5.2 Maximilian's offers Clients (2 people) with a confirmed booking a \$40 menu charge. All other guests will be charged \$60 per person.

#### **6 Cancellation**

6.1 If the Client cancels their confirmed Event a percentage of the Minimum Food & Beverage Spend (as per Clause 2.6) is immediately due and payable to Maximilian's (any deposits paid will be applied towards this fee) on the following basis:-

6.2 If an event is cancelled prior to 270 days before the Event date, the deposit payment will be forfeited as per clause 1.3.

6.3 Within 91 and 269 days of the Event date - 25% of the Min. Spend commitment is payable.

6.4 Within 15 and 90 days of the Event date - 50% of the Min. Spend commitment is payable.

6.5 Within 0 and 14 days of the Event date - 100% of the Min. Spend commitment is payable.

#### **7 Damage and Liability**

7.1 The safety of all guests including minors is the responsibility of the Client. The Client must particularly ensure that minors are supervised at all times.

7.2 Confetti, rice, table scatters or similar items are not permitted on the property. Maximilian's recommends dried rose petals or bubbles only. If any of these items are used with or without the client's knowledge by other guests a \$200 cleaning fee will be payable at the end of the evening.

7.3 Nothing is to be nailed, screwed or adhered in any way internally or externally to the Venue unless Maximilian's grants prior permission. If such permission is given with any conditions, then the Client or their delegated agent must comply with those conditions.

7.4 Maximilian's shall not be liable for, and the Client fully releases Maximilian's from and indemnifies Maximilian's in respect of liability for, any injury, damage or loss of any nature suffered by the Client or the Client's guests, agents or other persons or goods associated with the event prior to, during or after the event, except to the extent that such injury, damage or loss is caused by the negligence of Maximilian's.

7.5 If damages occur to the Venue or the Venue's equipment or property by any guests, attendees or personnel associated with the Client before, during or after an event, the Client is financially liable to make good such loss or damage. If any damage occurs the client will be invoiced on a 14 day account.

## **8 Service of Alcohol**

- 8.1 BYO is strictly forbidden at Maximilian's unless prior written consent has been granted by management.
- 8.2 Maximilian's is committed to responsible service of alcohol and will not serve alcohol to patrons under the age of 18 years
- 8.3 Maximilian's reserves the right pursuant to section 125 of the Liquor Licensing Act 1997 to refuse service of alcohol to intoxicated or disorderly patrons.
- 8.4 Intoxicated or disorderly patrons may be asked to leave the premises.

## **9 General Regulations**

- 9.1 At no time will the Client commit any act or permit its employees, agents or guests to commit any act that is unlawful, illegal, offensive, or is in breach of Maximilian's policies or rules or is in breach of any statutes, by-laws, orders, regulations or other provisions having the force of the law including but not limited to the venue's Liquor Licence.
- 9.2 To ensure the safety of all guests, Maximilian's asks that the Client and their agents to ensure that their Event displays, equipment, goods or materials do not obstruct fire extinguishers, emergency exits or cause any potential hazard for the Venue, staff or their guests.
- 9.3 The Client must appoint a dedicated representative to act in the capacity of an 'Event Warden' for their Event. The Warden's responsibility is to act as a single point of contact for operational requirements that may arise during the Event as reasonably instructed by Maximilian's Management to ensure those requirements are communicated and / or enforced to all guests.
- 9.4 Smoking is restricted to designated outdoor areas and smokers must use the ash trays provided. It is the Event Warden's responsibility to communicate this to all guests.

## **10 Third Party Suppliers**

- 10.1 Third party catering services are not permitted.
- 10.2 All third party suppliers must be disclosed to Maximilian's at least 14 days prior to the Event.
- 10.3 All third party suppliers and their access rights, set-up times, equipment placement and bump out times are subject to the approval and reasonable directions of Maximilian's Management.
- 10.4 All additional equipment or services not specified as being supplied by Maximilian's per the Booking Agreement and clause is at the sole cost of the client and requires prior written approval from Maximilian's.

## **11. Entertainment**

- 11.1 All proposed entertainment must be disclosed to Maximilian's management no later than 14 days prior to the Event and is subject to the prior approval of Maximilian's.
  - 11.3 Maximilian's reserves the right to cancel an act or performance if it is deemed to be offensive, unlawful or unsuitable.
  - 11.4 Maximilian's is subject to Liquor Licensing and E.P.A regulations and accordingly all sound levels are subject to the absolute discretion of Maximilian's Management. It is the Client's responsibility to ensure that entertainers are made explicitly aware of this and abide immediately to any directive given to them by Maximilian's Management.
  - 11.5 Maximilian's reserves the right to control sound levels at all times.
  - 11.6 Maximilian's reserves the right to cease entertainment if Management directives are not immediately adhered to.

## **12 Deliveries, Property Access and Storage**

- 12.1 All deliveries, access times and storage requests must be communicated to and agreed by Maximilian's Management prior to the Event date.
- 12.2 Access to the property prior to the Event is at the discretion of Maximilian's Management and must have prior written approval.
- 12.3 As Maximilian's is a multi-purpose Restaurant and Function Venue, all goods or equipment must be removed from the property upon completion of the Event. Alternative collection arrangements must have prior written approval from Maximilian's and must not interfere with our ability to trade.
- 12.4 Maximilian's does not accept any responsibility for any items left on the property.

## **13 Basis of Agreement and Termination**

- 13.1 Maximilian's may terminate this Agreement with immediate effect by giving notice to the Client and/or cause the use of the Venue by the Client to immediately cease if:
  - The Client breaches any provision of clauses 1 (Booking Confirmation and Deposit), 3 (Guest Attendance and Payment Conditions) or 9 (General Regulations) of this Agreement which are fundamental terms of this Agreement; or the Client substantially alters the use for which the Venue is hired without the prior written consent of Maximilian's; or Maximilian's becomes aware of conditions under which the Client's use of the Venue could jeopardise public safety or order or involve an unacceptable risk of personal injury or damage to the Property, the Building or the neighbouring surrounds (in which event the Client must comply with all directives given by Maximilian's and/or any Authority); or The Client or anyone associated with the Client makes, in the opinion of Maximilian's, disparaging or defamatory remarks whether written or oral against Maximilian's, its personnel or the Venue.
- 13.2 Performance of this agreement is subject to Force Majeure. Maximilian's is not liable for any loss or damage incurred by the Client to the extent that it is caused or contributed to by acts of god or any other occurrences or circumstances whatsoever outside the reasonable control of Maximilian's. In the event of a natural disaster that results in Maximilian's being unable to hold your event we will refund 50% your total paid invoice.
- 13.3 In no circumstances will Maximilian's be liable for the loss or profit of consequential damages suffered by the Client.
- 13.4 In no circumstances will Maximilian's liability for any claim arising from or incidental to this Agreement or the Event exceed in aggregate the cost of the Event.

## **14 Law**

- 14.1 This Agreement is governed by the laws of the State of South Australia.
- 14.2 The persons signing this Agreement, warrant they are authorised to legally bind the respective parties on whose behalf they have signed this Agreement.