

SCHNITZ “EAT YOUR WAY TO A SHARE OF 50K” CASH GIVEAWAY PROMOTION: SCHEDULE TO TERMS OF ENTRY

Information on how to enter and prizes set out under the pages titled “Schedule” form part of the Terms of Entry. These Terms of Entry constitute the entrant’s agreement with Schnitz in relation to the entrant’s participation in the competition. The Terms of Entry must be read together with the Schedule for this Promotion. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

1. Promotion:	Schnitz “Eat Your Way to 50K” Cash Giveaway Promotion
2. Website:	https://schnitz.com.au/
3. Promoter:	Schnitz Marketing Pty Ltd ACN 603 725 462 of Level 10, Como Tower, 644 Chapel Street, South Yarra, VIC, 3141.
4. Entry Restrictions:	<p>Entry to the Promotion is open to Australian residents aged 16 years and over, who fulfil the entry requirements.</p> <p>Entrants under 16 years of age must have parent/guardian consent to enter the Promotion.</p> <p>Directors, management, employees, officers and contractors (and their immediate families) of:</p> <ul style="list-style-type: none"> (a) Schnitz; (b) the agencies or companies associated with this Promotion, <p>are ineligible to enter.</p> <p>“Immediate families” means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.</p> <p>Entrants must be a member of the Schnitz Loyalty Program “The Crumb Collective” at the time of making the Participating Purchase, and must have a valid email address and phone number attached to their The Crumb Collective membership account (Member ID);</p>
5. Promotional Period:	Starts 11:00am (AEST) on 27 November 2023 and ends 11.59pm (AEST) on 24 December 2023.
6. Entry Mechanic:	<p>To enter:</p> <ul style="list-style-type: none"> (a) participants must spend over \$10.00 in a single transaction in a Participating Store (in-restaurant for dine in or takeaway), or online via the Website or the Schnitz App, in Australia (Participating Purchase). All stores in Australia will be a ‘Participating Store’ for the purposes of this Promotion; and <p>participants must be a member of the Schnitz Loyalty Program “The Crumb Collective” at the time of making the Participating Purchase and must make the Participating Purchase using their Member ID. Entrants are not permitted to enter using the Member ID of another person; and any such entries will be deemed invalid by Schnitz.</p> <p>Entries are deemed to be received at the time and on the date that the Participating Purchase is made.</p> <p>There is a limit of one (1) entry per Participating Purchase.</p>
7. Prize Draw	This is a game of chance and skill plays no part in determining the winners.

	The prize draw will take place between 10:00am and 5:00pm (AEST) on 29 December 2023 at Level 10, Como Tower, 644 Chapel Street, South Yarra, VIC, 3141. The first one hundred and thirteen (13) valid entries randomly drawn will receive a prize.												
8. Prize:	<p>There are 113 prizes available to be won in this Promotion as follows:</p> <table border="1"> <thead> <tr> <th>No. of Prizes</th> <th>Prize Description</th> <th>Value (each)</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>Cash</td> <td>AUD \$10,000.00</td> </tr> <tr> <td>10</td> <td>Cash</td> <td>AUD \$1,000.00</td> </tr> <tr> <td>100</td> <td>Schnitz gift cards</td> <td>AUD \$10,00.00</td> </tr> </tbody> </table> <p>All other ancillary costs including but not limited to insurance, taxes (excluding GST), and any and all other expenses are the responsibility of each winner.</p>	No. of Prizes	Prize Description	Value (each)	3	Cash	AUD \$10,000.00	10	Cash	AUD \$1,000.00	100	Schnitz gift cards	AUD \$10,00.00
No. of Prizes	Prize Description	Value (each)											
3	Cash	AUD \$10,000.00											
10	Cash	AUD \$1,000.00											
100	Schnitz gift cards	AUD \$10,00.00											
9. Total Prize Pool:	\$50,000.00												
10. Total Number of Prizes:	113												
11. Notification of Winners	Each winner will be notified via the email or phone number attached to their Member ID on 8 January 2024 . Each winner's name and State or Territory of residence will be published on the Website from this date.												
12. Prize Delivery:	Cash prizes will be paid into each winner's nominated bank account and gift cards will be delivered electronically to the email address attached to each winner's Member ID by 29th January 2024 .												
13. Unclaimed Prize Allocation:	<p>If a winning entry is deemed invalid, or a prize is not accepted within one (1) month of the Prize Draw, the relevant winner's entry will be deemed invalid and Schnitz will conduct such further draws at until all prizes are awarded, subject to any written directions given by any relevant authority. Invalid entries will be published on the Website.</p> <p>Winners in this draw will be notified in writing and will have their name and State or Territory of residence published on the Website.</p>												

TERMS OF ENTRY

These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

Entry

1. By entering the Promotion, entrants accept these Terms of Entry.
2. Entry is open only to entrants who comply with the Entry Restrictions and who follow the Entry Mechanic.
3. Entries must be received by Schnitz during the Promotion Period.
4. Schnitz accepts no responsibility for any 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.
5. Schnitz 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.
6. Schnitz is not liable for any consequences of user error including (without limitation) costs incurred.
7. Entrants must only enter using one name, one address, one phone number and one email address, and anyone using multiple aliases/addresses/accounts will be disqualified, as determined by Schnitz in its sole discretion.

Prize(s)

8. The Prize(s) will be awarded to the winners drawn in accordance with the Prize Draw.
9. The Winners will be notified in accordance with the Notification of Winners.
10. The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once any prize has left Schnitz's (or supplier's) possession or control, Schnitz will not be responsible for any loss or damage to the Prize.
11. In the event of a Prize not being accepted or claimed, the Prize will be deemed forfeited unless a process for Unclaimed Prize Allocation applies.
12. Schnitz may require the winner(s) to provide proof of purchase prior to being awarded a Prize.
13. Schnitz 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 Schnitz, or who tampers with or benefits from the manipulation of, or tampering with, the entry process, or 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.
14. If, due to any reason whatsoever, Schnitz becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if Schnitz has announced them as a winner and that entrant will be required, at the direction of Schnitz, to return, refund or otherwise make restitution of the Prize.
15. Prizes cannot be transferred or exchanged (except as set out in these Terms of Entry) nor can they be redeemed for cash. Any Prize that has been transferred will be deemed void and the parties involved will be disqualified from the Promotion. Without limiting any other term of these Terms of Entry, all prizes (and elements of prizes) must be taken as and when specified or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms of Entry and include any applicable GST. Schnitz accepts no responsibility for any change in prize value.

16. Where a Prize is unavailable for any reason, Schnitz may substitute for that Prize with another item of equal or higher value as determined by Schnitz. Without limiting the foregoing, Schnitz 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 Schedule).
17. If a winner of a prize is under the age of 16 years (where entry by those under 16 is allowed), Schnitz may, at its discretion, award the prize to the winner's parent or guardian.

General

18. Any disputed matters about the conduct of the Promotion or the allocation of a Prize should be put to Schnitz in writing via hello@schnitz.com.au. Schnitz will use best endeavors to respond to disputed matters within 10 business days. To the furthest extent permitted by law, Schnitz's decision in relation to all aspects of this Promotion is final.
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 failure or any cause beyond the control of Schnitz, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Schnitz may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State/Territory if required.
20. Without limiting any other paragraph, Schnitz may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
21. Nothing in these Terms of Entry limit, exclude or modify 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 *ASIC Act* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
22. Schnitz and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law) including the Non-Excludable Guarantees.
23. Schnitz accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
24. The information entrants provide will be used by Schnitz for the purpose of conducting this Promotion. By entering this Promotion, entrants' consent to the storage of their personal information on the databases of Schnitz and its related bodies corporate and Schnitz and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. Schnitz may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entrants can read Schnitz's Privacy Policy at <https://schnitz.com.au/privacy-policy/>. Entrants can request access, updates and corrections to their personal information by contacting us at hello@schnitz.com.au.
25. As Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.