

Hot Cinni Tour on Foot Scavenger Hunt - Free Donuts for a Year: Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Hot Cinni Tour on Foot Scavenger Hunt - Free Donuts for a Year
Promoter:	RFGA Management Pty Ltd ABN 47071765609, 35 Robina Town Centre Drive, Robina, QLD 4226 , Australia.
Promotional Period:	Start date: 01/06/24 at 08:00 am AEST End date: 12/06/24 at 11:59 pm AEST
Eligible entrants:	<p>Entry is only open to Australian residents 18 years and over only.</p> <p>Persons who are aged less than 18 years old are ineligible to enter and participate in the Promotion. Any entry by a person who is aged less than 18 years, who enters the Promotion while attempting to conceal (or without disclosing) their age (as and where required) will be deemed invalid.</p>
How to Win:	<p>To win the Prize, an eligible entrant must complete the following steps:</p> <ol style="list-style-type: none"> 1. Obtain clues from the Donut King Instagram Page (@donutking_au) on the location of a person dressed as a Donut King life-size character in a mascot suit ("Hot Cinni") during the Promotional Period; 2. Be the first eligible entrant to locate Hot Cinni and ask them for a prize on one of the following dates and locations (limit of one prize per winner, winners cannot win prizes at multiple locations) <ol style="list-style-type: none"> i) CBD location 1, Sydney on 1st June 2024 ii) CBD location 2, Sydney on 1st June 2024 iii) CBD location 3, Sydney on 2nd June 2024 iv) CBD location 4, Sydney on 2nd June 2024 v) CBD location 5, Melbourne on 12th June 2024 vi) CBD location 6, Melbourne on 12th June 2024 ("the Events")
Entries permitted:	Limit one (1) entry permitted per person
Total Prize Pool:	AUD \$2496.00

Prize Description	Number of prizes	Value (per prize)	Winning Method
<p>There will be 6 (six) prizes in total, to be awarded to 6 (six) different winners. Each prize will be a booklet of 52 vouchers ("the Prize"). Each voucher:</p> <ul style="list-style-type: none"> • is valid for redemption of 1 x 6 pack of Donut King cinnamon donuts during the one week period listed on the voucher, redeemable at any participating Donut King store within Australia, while stocks last; • is not redeemable for cash or any other Donut King products; • cannot be used in conjunction with any other offer; • must be forfeited upon redemption; • can only be redeemed by persons over the age of 18 (eighteen) years; • must be redeemed within the period noted on the voucher, failure to do so will result in forfeiture of the right to redeem the 1 x 6 pack of cinnamon donuts. 	6	AUD\$416	See 'How to Win' above

<p>Any ancillary costs associated with redeeming the vouchers are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher. Vouchers cannot be redeemed for any other Donut King item. Only one voucher redemption, per week.</p>			
Winner notification:	<p>Each winner will be notified in person on the day of the Events. The winners will be published on Donut King's Instagram stories on each day of the Events that the Scavenger Hunt occurs.</p>		
Unclaimed Prizes:	<p>Prize must be claimed on each day of the Events. In the event of an unclaimed prize, the prize will be forfeited.</p> <p>If there are no prize winner/s for this Promotion, this information will be published on Donut King's Instagram stories.</p>		

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, Donut King retail staff, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, franchised businesses (and their employees) of the Donut King network, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. The Prize will be awarded to the first eligible entrant to locate Hot Cinni and ask them for a prize on one of the following dates and locations from 9:00 am AEST (limit of one prize per winner, winners cannot win prizes at multiple locations):
 - i) **CBD location 1**, Sydney on 1st June 2024
 - ii) **CBD location 2**, Sydney on 1st June 2024
 - iii) **CBD location 3**, Sydney on 2nd June 2024
 - iv) **CBD location 4**, Sydney on 2nd June 2024
 - v) **CBD location 5**, Melbourne on 12th June 2024
 - vi) **CBD location 6**, Melbourne on 12th June 2024
6. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
7. The Promoter may invalidate any entrant and forfeit their right to any prize, if the Promoter has reason to believe that the entrant has manipulated the information posted on social channels or been in contact with promotional talent to obtain an unfair advantage.
8. Any costs associated or arising in connection with winning a Prize or, with accessing the promotional location is the Entrant's responsibility.
9. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.

13. No entry fee is charged by the Promoter to enter the Promotion.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.rfg.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, by reason including but not limited to computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
21. The Promoter 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Instagram, Facebook, Tiktok and other social media platforms are not sponsors of or in any way involved with any promotional activity associated with the promotion.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.