

Terms & Conditions - Nouveau Riche Event Competition

1. Information on how to enter and prizes form part of these terms & conditions. Any entry not complying with these terms & conditions is invalid.
2. Entry is open to Burger Urge Bite Club members residents of Australia, aged 18 years and above only. Employees and their immediate families of the Promoter, the promotional Partners and associated companies linked to Burger Urge are not eligible to enter this promotion.
3. The Promotion commences at 12:00 am AEST on Wednesday, 5th April 2023 and closes at 11.59 pm AEST on Sunday 16th November 2023 ('Promotion Period').
4. To enter the promotion, participants must:
 - a) Be a member of Burger Urge Bite Club
 - b) Purchase Rockefeller burger at a participating Burger Urge restaurant during the promotion period and have their Bite Club membership number scanned at time of order or purchase a Rockefeller Burger on the Burger Urge app.
 - c) Each Rockefeller burger purchased during the promotional period will give the member one (1) automatic entry into the competition.
5. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Conditions of Entry.
6. There will be one prize draw. The draw will take place at 1:00 pm (AEST) on Monday, 17th of April 2023 at Suite 4/15 Lamington Street, New Farm 4005 QLD. All eligible entries received during the promotion period will be entered into the draw. The winner will be notified by end of business by phone and email on Tuesday, 18th of April 2023.
7. There is only one (1) Prize, it is entry to the Nouveau Riche event for the prize winner and an adult companion, overnight accommodation for two, flights from an Australian capital city to Brisbane if winner lives outside Queensland or Northern NSW, transfer from accommodation to the event and two meals including 1 drink, 1 side and 1 burger per person. The drink, burger and fries are preselected by Burger Urge and cannot be substituted. This event will take place on Thursday the 27th of April at 6:00pm.
8. Total maximum value of the prize is AUD\$3030 total which is correct as of 15th March 2023. The Promoter takes no responsibility for any variation in the prize value.
9. The Prize cannot be refunded for cash, exchanged or transferred.

10. The Prize does not cover any other travel ancillary costs not included Clause 7. All components of the Prize must be taken together. Travel restrictions may apply. The Prize Winner and their travel companion(s) must travel together. Meals other than at the event, transfer fees, travel to and from departure point, telephone charges, gratuity, laundry, additional nights or upgrades and any other personal expenses and travel insurances are the responsibility and expense of the Winner.
11. Any travel or entry documentation and arrival fees are the responsibility of the Winner and their travel companion. It is the Winner's responsibility to check with all government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the Winner and his/ her guest. If for any reason the winner is unable to accept the Prize as stated, and/ or within the date indicated, the winner will forfeit that Prize and no compensation will be given in lieu.
12. If any portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, or that element of the Prize, for a Prize of similar theme and of equal value, subject to State regulation and subsequent approval.
13. In the event of war, terrorism, state of emergency, disaster, pandemic or any other force majeure event as defined in our booking terms and conditions which are beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original Prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion. The Promoter and the associated agencies make no representation as to the safety, conditions or other issues that may exist at any destination. It is the sole responsibility of the Winner and guest to first check with all government travel advisory information regarding the safety and situation of the destination of their chosen destination/ event.
14. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilized in this competition or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect,

delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.

15. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of transport and any costs incurred as a result, including, without limitation, any accommodation costs will be the sole responsibility of the Prize winner.
16. The Promoter reserves the right to redraw in the event of any entrance not claiming the Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw on Tuesday, 18th April 2023. The winner, if any, will be notified by phone and email.
17. Promoter's decision is final, and no correspondence will be entered into.
18. The winner agrees to the use of their name, image and photograph/s for publicity and promotional purposes including social media, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.
19. If for any reason this promotion is not capable of running as planned (whether caused by infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
20. Burger Urge, may collect personal information of entrants for the purpose of conducting and promoting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion.
21. Entries are deemed to be received at the time of receipt into the Promoter's Bite Club database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by Instagram, Facebook or TikTok users or by any of the equipment or programming associated or utilized in this competition, or by any technical error that may occur in the course of administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries.

22. The Promoter collects information about entrants to include them in the promotion and, where appropriate, to award prizes and may also use the information to assist it in improving its goods and services and to contact entrants, including by electronic communication methods (including email, mail, phone and SMS) in the future, with special offers.
23. By entering this Promotion, entrants' consent to the storage of their entry information on the database of the Promoter. The Promoter may use this information for future promotional and marketing purposes regarding their products and services, including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant, for an indefinite period or until the entrant opts out from any Partner involved with this Promotion.
24. By entering the promotion, each entrant agrees in addition to the above uses, that the Promoter may disclose entrants' personal information, to State and Territory lottery departments, the winner's names will be published as required under the relevant lottery legislation and the Promoter may publish or cause to be published the winner's names and suburb in any media.
25. The Promoter collects information about entrants, including for example their name and contact details which are provided when registering or using the Promoter's services as well as information from data houses, social media services, our affiliates and other entities entrants deal or interact with for example by using their services. The Promoter collects and uses that information to provide entrants with their goods and services, to promote and improve their goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that the Promoter describes at the time of collection. The Promoter may disclose personal information on entrants to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found at the end of these Terms & Conditions.
26. The Promoter is Burger Urge Pty Ltd, trading as Burger Urge of Suite 4/ 15 Lamington Street, New Farm 4005 QLD.