

# FRANKSTON CITY BURGER OFF RESTAURANT AND CAFÉ ENTRANT TERMS AND CONDITIONS

## SUMMARY:

The Frankston City Burger Off is a city-wide promotion facilitated by Frankston City Council to encourage residents and visitors to attend local restaurants and cafes during the winter months. By choosing to register a burger in the promotion you have agreed to the complete list of Terms and Conditions found here.

## Definitions:

1. The 'Promoter' is Frankston City Council (ABN 4945 4768 065), Davey Street, Frankston VIC 3199
2. 'Promotion' means the Frankston City Burger Off (<http://www.burgeroff.com.au>), facilitated by Frankston City Council (ABN 4945 4768 065), Davey Street, Frankston
3. 'Registered Participant' means the party entering into the Agreement as a local restaurant or café operator in the Frankston City Burger Off
4. 'Entries/Entry' means the burger/s entered into the Promotion by a Registered Participant.
5. 'Voter' means the party entering into the Agreement as a voter in the Frankston City Burger Off

## General

1. Information on how to enter forms part of the Terms and Conditions of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. Failure by the Promoter to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.
3. The Frankston City Burger Off is open to all restaurants and cafes within the Frankston City Council municipal boundary which have a Certificate of Registration, comply with the provisions of the Food Act and Australian Food Safety Standards.

## Restaurant and Café Entries Terms and Conditions

1. Entry into the Frankston City Burger Off ("the Promotion") is open to all restaurants and cafes within Frankston City Council municipal boundary.
2. Entry into the Promotion commences at 9am (AEST) Monday, 20 May 2019 and closes 5pm (AEST) Friday 21 June 2019 (Entry Period).
3. During this period, businesses can register their business and enter the Promotion by logging onto [www.burgeroff.com.au](http://www.burgeroff.com.au) and following the online instructions.
4. The following factors will result in an entry being void:
  - failure to complete the online submission correctly;
  - failure to include the name of the entry;
  - failure to provide the ingredients of the entry;
  - failure to provide the purchase price of the entry;
  - failure by the business to adhere to the Food Act and Australian Food Standards

5. The Promoter reserves the right to refuse to allow a Restaurant or Café to take part in any or all aspects of the Promotion, if the Promoter determines, in its absolute discretion, that an entrant does not meet the minimum requirements including having a Certificate of Registration and comply with the provisions of the Food Act and Australian Food Safety Standards.
6. Limit of one (1) entry per business. Each Registered Participant must register separately and participate by itself (i.e. register and participate separately). Each Registered Participant only represents itself and no other business location.
7. All entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will be deemed invalid and will not be eligible to win any prize nor be included in the Promotion. Records of the Promoter are final and conclusive as to time of receipt. Incomplete and illegible entries will be deemed invalid.
8. Only Registered Participants are able to display promotional material and use the Burger Off name and communications channels. Registered Participants found passing on promotional material to non-registered individuals or businesses may be deemed ineligible to be involved in Burger Off and banned from the competition.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Registered Participants (including identity, and place of business registration and proof of required food safety certificates) and reserves the right, in its sole discretion, to disqualify any Registered Participant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.
10. Any Registered Participant in breach may be denied entry to any future promotions held by the Promoter.
11. Errors may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from a Registered Participant its servants, agents and contractors are reserved.
12. All individuals acknowledge and understand the Promotion does not include all Frankston City restaurants and cafes. Accordingly, being a winner of the Promotion does not mean that a given Entry is indeed the best burger (in all) of Frankston City.
13. Registered Participants are responsible for all costs associated with participating in the Promotion including accessing the promotional website and all staffing and ingredients costs and overheads incurred as a result of being a Participant.
14. Registered Participants agree to indemnify and to keep indemnified the Promotor all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought to made against them, or any of them, in connection with this promotion.
15. The Promotor reserves the right to photograph the Registered Participant's business and its Entry and use the Registered Participant's business name and photographs for publicity purposes including but not limited to posting such photograph on websites and social media platforms.
16. The Promotor shall not be held liable for any damage of whatsoever nature arising or resulting from the use or submission or uploading of any name, material, photograph, picture, graphic or image during the competition;

17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use, redemption or taking of a prize.
19. By submitting an entry, Registered Participants accept and unconditionally agree with the above terms and conditions.

## **DETERMINATION OF WINNER**

1. The winning entry will be determined by the Public Vote
2. To Vote in the Promotion, Voters must, during the Promotional Period (1-31 August 2019), undertake the following steps:
  - i. Dine at one of the participating Frankston City Burger Off venues (Registered Participant) and purchase a promotional burger.
  - ii. Download the 'Visit Frankston' mobile application from Google Play or Appstore or go to <http://www.burgeroff.com.au>
  - iii. follow the instructions to register an account and provide all requested personal information including a valid name, email address and phone number;
  - iv. accept the Terms and Conditions;
  - v. in accordance with the directions, Vote for the burger/s purchased and consumed during the Promotional Period from those listed on the Promotion website and/or mobile application.
4. The voting period commences 9:00am AEST, 1 August 2019 and ends 5:00pm AEST on 8 September 2019 (**Voting Period**).
5. Voters must fully and correctly register and follow the voting instructions via the Promotional website and/or mobile application. If you do not supply the information requested or supply false or misleading information, your Vote will be deemed invalid.

6. Voters may only vote for a single burger entry once in this Promotion.
7. Votes from invalid email addresses will be null and void. Voters found to be sharing email addresses will be deemed ineligible to win and votes will be excluded from counting.
8. Entrants can only register for the Promotion in their own name and not on behalf of another individual.
9. Voters must retain a copy of their original receipt as proof of purchase. Voters must upon request provide a copy of their original invoice or receipt to the Promoter. Failure to present the proof of purchase upon request may result in the Voters being ineligible and vote excluded from counting.
10. The Promoter reserves the right to request Proof of Purchase for all votes received
11. No Registered Participant may offer a prize, discount or any other inducement/benefit to gain votes. If the Promoter discovers this has occurred, then the Promoter may invalidate the Registered Participant, the Voter and all associated votes from the Promotion in its absolute discretion.
12. Any Registered Participant found to have interfered with or tampered with the voting mechanism in any way will be disqualified from the Promotion.
13. The decision to disqualify a Registered Participant or Voter is final and no correspondence will be entered into.
14. The Promoter reserves the right, at any time, to verify the validity of votes and Voters (including a Voter's identity to ensure that voters only submit one vote and proof of purchase i.e. a copy of the receipt) and reserves the right, in its sole discretion, to disqualify any Voter who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.
15. Errors may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter (including but not limited to technical difficulties, unauthorised intervention or fraud), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant or Voter; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. If there is a dispute as to the identity of a Voter or the validity of the Vote, the Promoter reserves the right, in its sole discretion, to determine the identity of the Voter and request Proof of Purchase.
18. The full Terms and Conditions for Voters can be found here.

## **DELICIOUS DESTINATIONS CAMPAIGN**

1. As part of the Promotion, each week the Promoter will share a social media post called 'Delicious Destinations'. To be featured in this campaign, Registered Participants must take a photo, video or GIF of how they are creatively promoting

the Promotion and upload this to their Business Facebook or Instagram account with the tag @burgeroff\_frankston and hashtag #EnjoyEveryBurger.

2. The most creative social media post each week, as determined by the absolute discretion of the judges (wherein no further correspondence will be entered into), will be promoted in on the Promotion social media platforms.
3. Registered Participants can only be featured once as a 'Delicious Destination' during the Promotional Period.

## **PRIZES**

1. The total prize package is valued at \$4,000.
2. The Prize package includes:
  - i. **Complimentary Visit Frankston Tourism Partnership for 2019-2020 (valued at \$200).**
    - a) Customer referrals from the Frankston Visitor Information Centre
    - b) In-centre brochure and poster display
    - c) Business listing on Visit Frankston website, visitfrankston.com
    - d) Promotion at major and community events by Council's Roving Tourism Ambassadors
  - ii. **Dedicated promotional package to showcase your business (valued at \$900).**
    - a) Website feature and banner advertising on visitfrankston.com
    - b) Sponsored business feature on Visit Frankston Facebook page
    - c) Sponsored business feature on Visit Frankston Instagram page
    - d) Dedicated e-newsletter promoting your business
  - iii. **Business feature across Council's communications platforms (valued at \$3,000).**
    - a) Winning Business feature in Frankston City News publication
    - b) Winning Business feature in Frankston City e-Newsletter
    - c) Feature on Frankston City Council Facebook page
3. There will be one (1) major prize awarded in the Promotion to the Registered Participant that receives the most votes overall during the Voting Period, subject to any limitations as set out in these Terms and Conditions.
4. The prize cannot be transferred, substituted, amended, exchanged, or redeemable for cash.
5. If a prize (or an element of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that element of the prize) with another prize of equal value and/or specification.
6. If for any reason a winner does not use, redeem or take a prize (or an element of a prize) by 31 October 2019, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
7. Registered Participants which win a prize consent to the Promoter using their business name and photographs of their Entry for publicity purposes including but not limited to posting on website and social media platforms for the purposes of promoting this Promotion (and any outcome).

8. The Frankston City Burger Off winner will be notified by email and the winning business details published online at [burgeroff.com.au](http://burgeroff.com.au); and on Burger Off, Visit Frankston and Frankston City Council Facebook and Instagram accounts on Monday, 16 September 2019.