

## **TERMS AND CONDITIONS FOR THE HAKU BRAND SURVEY (PRE-PARTNERSHIP) ON CONCRETE PLAYGROUND**

Information on how to enter to win an Omakase Restaurant Voucher and Haku kit for completing and submitting the Haku Brand Survey (Pre-Partnership) as part of these terms and conditions.

By participating, entrants agree to be bound by these terms and conditions.

### **ELIGIBILITY**

- Entry is open to residents in NSW and VIC only, aged 18 years and over.
- Employees and their immediate families of the Promoter and its agencies associated with this Promotion are ineligible to enter.

### **ENTRY**

- The Promotion commences at 9am AEST Tuesday 8th August 2023 and closes at 9am AEST Tuesday 29th August 2023. No entries will be accepted outside of the Entry Period.
- To enter, readers must complete and submit the Haku Brand Survey (pre-partnership)
- Entries must be received by the Promoter during the Promotional Period only.
- All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- By entering the promotion, entrants acknowledge that if they are not located in NSW or VIC only, they cannot redeem the prize.

### **PRIZES**

- 1x Restaurant voucher to the value of \$200  
Terms and Redemption:
  - Voucher to be redeemed at one of the venues below of the winners choosing:
    - Bay Nine (Sydney)
    - Besuto (Sydney)
    - Kisume (Melbourne)
    - Kugen (Melbourne)
  - The winner can only select a venue in the same state as they are located.
  - The winner will be required to provide a form of valid ID as proof of their location
  - The winner is to email the Promoter their venue selection

- The winner will be sent the gift voucher for their selected venue within 96 hours of emailing their venue choice to the promoter
- Prize redemption with the selected venue is the responsibility of the winner, the promoter cannot assist with venue bookings
- Haku Gift pack (Valued at \$60)  
Terms:
  - The winner will need to supply their shipping address to the promoter in order to receive the Haku Gift Pack
  - The winner will not have to cover the cost of shipping

The gift pack includes:

- 200mL bottle of Haku
- 2 Martini glasses
- 2 Haku martini pins

## **JUDGING AND THE WINNER/S**

- The Competition is a game of Skill. Chance plays no part in determining the winner(s).
- The Promoter will select one Winner at 9am AEST Tuesday 29th August 2023 from all eligible entries submitted during the Entry Period.
- Each valid entry will be judged individually on its merits by the Promoter.
- The winning entry will be the entry that best satisfies the Content Criteria as determined by the Promoter: “Tell us in 25 words or less what your spin on the perfect martini would be and why it would taste so good”
- To be eligible for the draw, entries must be submitted by 9am AEST Tuesday 29th August 2023. The Promoter will notify the Winner by email within 48 hours of the draw. The Winner will be asked to send the Promoter a reply email to formally accept the prize and provide proof of age.
- The Judges’ decision will be final and binding and no correspondence with entrants or any other person will be entered into.
- If the Winner cannot be notified (including where emails are returned ‘undeliverable’), or does not make contact with the Promoter within 96 hours of notification, or cannot be verified (including where a winner cannot provide proof of age), or is otherwise unable to accept the Prize, their selection as the Winner may be forfeited and an alternative winner may be drawn, in the Promoter’s sole discretion. No financial or other consideration will be awarded to the forfeiter.

## **PRIVACY**

- Information from all entries will be collected and used for the purposes of conducting this Promotion (which may include disclosure to third parties for the purpose of processing entries, contacting the Winner, arranging for delivery of the Prize and otherwise conducting this Promotion) and for publicity purposes surrounding this Promotion.
- By entering this promotion entrants agree to join the e-newsletter and mailing list for Concrete Playground.
- By entering this Promotion entrants consent to the use of their information as described. Personal information will otherwise be dealt with in accordance with the Concrete Playground Privacy Policy at <https://concreteplayground.com/sydney/privacy-policy>.

## GENERAL

- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence and vaccination proof) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.
- The Promoter accepts no responsibility for late or misdirected entries. The Promoter assumes no responsibility for any failure to receive an entry as a direct or indirect result of a technical problem of any kind or any traffic congestion on the internet or any website. Entries are deemed to be received at the time of receipt into the competition database, not at the time of transmission by the entrant. Errors and omissions will be accepted at the Promoter's discretion.
- The Prize is the sole responsibility of the Winner. Prizes are not transferable and are not redeemable for cash. In the event that any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- Participants must comply with all requirements of the Promoter including requirements specified in the Terms and Conditions. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
  - (a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
  - (b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
  - (d) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
  - (e) in the opinion of the Promoter, engages in conduct in entering the Promotion which is fraudulent, misleading, deceptive or

generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

- If for any reason any aspect of the Promotion is not capable of running as planned, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, at any time without prior notice. Where it is practical for it to do so, the Promoter will notify entrants of such changes.
- Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for claims, losses (including loss of opportunity), damages, injuries, costs and/or expenses, whether direct, indirect, special or consequential, suffered, sustained or incurred as a result of, or arising in any way out of, or in any way connected with, the Promotion or any prize.
- Without limiting the foregoing, the Promoter assumes no responsibility for, and the entrants release the Promoter from, any loss, claim, damage or injury to person or property if, for any reason beyond the Promoter's reasonable control (e.g. due to computer viruses, tampering, unauthorised intervention, fraud, technical failures etc.), this Promotion is not able to be conducted as planned and/or the Promotion's administration, security, fairness or integrity are corrupted or affected. Further, in such circumstances, the Promoter may modify or suspend the Promotion and/or invalidate any entries of any individual in any way involved in interfering or tampering with the conduct of the Promotion or abusing the communication system upon which the Promotion is being conducted.
- The Promoter is Concrete Playground, 120 Bourke Street, Woolloomooloo, 2011 (ABN 25 154 344 573)
- The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws