

TERMS AND CONDITIONS FOR THE HAKU AND BESUTO OMAKASE PROMOTION ON CONCRETE PLAYGROUND

Information contained in this document details how to enter to win a dining experience at Besuto by completing and submitting the form as part of these terms and conditions.

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

ELIGIBILITY

- Entry is open to residents in New South Wales 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, Saturday 21 October AEDT and closes at 12pm, Friday 10 November AEDT (Promotional Period). No entries will be accepted outside of the Promotional Period.
- To enter, participants must complete and submit an answer to the 25 words or less what is your perfect martini pairing for an Omakase dining experience (Content Criteria) question
- Entries must be received by the Promoter during the Promotional Period only.
- Only one (1) entry is permitted per person.
- 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 New South Wales only, they cannot redeem the prize.

PRIZES

First Prize

- 1 x Besuto Restaurant Experience - valued at \$2,500.00

Second Prize

- 10 x Haku Gift Packs - valued at \$60 each
Each gift pack includes:
 - 1 x 200mL bottle of Haku
 - 2 x Martini glasses
 - 2 x Haku martini pins

PRIZE TERMS

Besuto Omakase Gift Card

- Besuto Omakase gift cards are non-refundable and must be used in full.
- Upon allocating the gift cards the winner will have the option of redeeming their prize in a single \$2,500 gift card or across multiple gift cards, to the value of \$2,500.
- The winner's decision is final, once the purchase has been made the vouchers cannot be updated or details changed.
- Besuto gift cards should be treated as cash and cannot be replaced if lost or stolen.
- Besuto gift cards expire three years after the date of issue as required by law.
- All gift cards that are used within the prize are valid for three years after the date of issue
- Besuto gift cards may only be used for purchases at Besuto and cannot be returned or exchanged for cash.
- Additional gift card terms are as per the Besuto terms and conditions on the website apply: <https://besutosydney.com.au/gift-cards>

Haku Gift Packs

- 10 x individual winners will be awarded 1 x Haku Gift Pack
- The Haku Gift Pack cannot be altered or differ from how it is advertised
- Winners must supply proof of age prior to receiving their Gift Pack

JUDGING AND THE WINNER/S

- The Competition is a game of skill, chance plays no part in determining the winner.
- The Promoter will select the winners at 11am, Monday 13th November AEDT from all eligible entries submitted during the Promotional Period.
- Each valid entry will be judged individually on its merits by the Promoter.
- The winning entries will be the entries that best satisfy the Content Criteria as determined by the Promoter.
- The Promoter will notify the Winners by email within 72 hours following the judging. The Winners will be asked to send the Promoter a reply email to formally accept the prize and provide proof of age and residence.
- The Promoters decision will be final and binding and no correspondence with entrants or any other person will be entered into.
- If the Winners 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 Winners may be forfeited and an alternative winner

may be judged, 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 participants agree to join the e-newsletter and mailing list for Concrete Playground.
- By selecting Yes to 'Are you happy for Concrete Playground to share your results with our partner Beam Suntory and receive further marketing communications from the brand?' Participants are consenting for their contact details to be shared with Beam Suntory and their affiliates for marketing purposes. The option to opt-out or unsubscribe will be provided and made available at any time.
- By entering into this promotion participants agree to their first party data being used for the purpose of promoting this promotion.
- By entering this Promotion participants 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
 - The promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommend in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au