TERMS AND CONDITIONS
OF ENTRY FOR THE
CRUST – ULTIMATE LUXURY STATE OF ORIGIN EXPERIENCE

By entering the Crust ‘Ultimate Luxury State of Origin Experience’ ("Competition") as outlined in clause 2.1 below, you are agreeing to the following terms and conditions ("Terms and Conditions"): 

1. Eligibility Requirements & Competition Period

1.1. Information on how to enter and the Prizes form part of these Terms and Conditions.

1.2. Entry is open to Australian residents aged 18 years or older ("Entrant"). Employees of the Promoter, including all retail staff, and their immediate families (including spouse, ex-spouse, de-facto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, bother, sister, step-brother, step-sister or cousin) and associated agencies, providers and companies of the Promoter associated with this Competition are not eligible to enter.

1.3. Entrants can only enter in their own name. The Promoter reserves the right to verify the validity of entries and Entrants (including age and place of residence) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions or if the Entrant is engaged in any unlawful or other improper conduct which jeopardises the proper conduct of the Competition. The Promoter’s legal right to recover damages or other compensation in such instances is reserved. If the Promoter suffers loss or incurs any costs in connection with any breach of the Terms and Conditions or any other legal obligation of the Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

1.4. The Competition commences at 6:00am (AEST), 29 May 2017 and entries close at 12:00pm (AEST), 23 June 2017 ("Competition Period"). The Promoter accepts no responsibility for any entries not received by the Promoter during the Competition Period.

2. How to Enter

2.1. To be eligible for entry, an Entrant must, during the Competition Period:

(a) Comment on the original Competition Post from 29 May 2017 at www.facebook.com/crustpizza/ with the information required by clauses 2.1(b) and (c) of these Terms and Conditions; and

(b) Tag the three (3) friends they would party with if they won; and

(c) Answer the following question in 25 words or less: “Why do you and your crew just HAVE to win?”

(d) The above constitutes as an official ("Entry").

2.2. The Entrant may not submit more than one Entry during the Competition Period.

2.3. Any rude, offensive, illegal, incomprehensible or incomplete Entry (all of which will be at the absolute discretion of the Promoter) will be invalid. The Entrants must submit only their own original material. All Entries cannot be previously published in any forum worldwide. Entries that are found to have been derived from a third party will be considered invalid and, if award a Prize, that Prize must be returned to the Promoter.

2.4. This is a game of skill and therefore chance or luck plays no part in determining the Winner. Each Entry will be individually judged by representatives of the Promoter from the Crust Gourmet Pizza Marketing Department
based on creative merit and having considerations:

(a) of the Crust Gourmet Pizza brand; and
(b) Whether the Entry depicts a creative and unique rationale.

3. Prizes

3.1. The minimum value of the prize pool is $5,000.00 (AUD), and the maximum is $8,000 (AUD). The Prize is not transferable or exchangeable. Any ancillary costs associated with redeeming the Prize is not included and must be borne by the Winner.

3.2. At 2.00pm AEST on 26 June 2017 ("Judging Day"), the Promoter will undertake the judgment of each valid Entry received and choose the most creative Entry, as determined by the Promoter (in its absolute discretion and based on the criteria outlined at clause 2.4 of these Terms and Conditions) to determine the Winner, who will win the Prize. Judging will take place at 1 Olympic Circuit, Southport QLD 4215.

3.3. The Prize consists only of:

(a) 1 night’s accommodation in a luxury apartment in Brisbane, Queensland.
(b) Return flights for 4 people from the nearest Capital City to Brisbane.
(c) Limousine Transfers to Suncorp Stadium.
(d) 4 x Tickets to State of Origin Game 3, 2017.
(e) Delivery of 2 x Uno Grande 1 Metre Pizzas to the accommodation.
(f) Transfers to and from Brisbane Airport.

3.4. The Winner will be contacted by the Promoter by 4.00pm AEST one week following the Prize Draw by the Promoter either leaving a comment on the winning Entry on Facebook or via Facebook Private Message ("the Date of Notice"). The Winner’s name will also be posted on all Crust Gourmet Pizza Bar social channels.

3.5. Within four (4) days from the Date of Notice, the Winner must provide to the Promoter; Full name and photocopy of proof of age and identity; contact number; address; and any other information / documentation reasonable requirement by the Promoter. In the event that the Winner is unable to be contacted via the Promoter by the methods outlined at clause 3.4 of these Terms and Conditions, or a Winner does not contact the Promoter and/or fails to provide the information required as set out in this clause, on or before 10 days after the Date of Notice, the Winner is deemed to have forfeited the Prize and the Promoter reserves the right to award, or not to award, the Prize to another Entry at its sole and absolute discretion. The Prize remains the property of the Promoter until processed to the Winner.

3.6. The Promoter takes no responsibility for any delay caused during the processing of the Prize.

4. Facebook and Instagram

4.1. Entry and continued participation in the Competition is dependent on the Entrant following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php & https://help.instagram.com/155833707900388

4.2. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information any Entrant provides will only be used for the purposes outlined in the Terms and
Conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook or Instagram.

4.3. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an Entrant, as a result of participating in the Competition except for any liability which cannot be excluded by law.

5. General

5.1 All Entries and the Additional Submissions becomes the property of the Promoter upon receipt of the Entry by the Promoter. Thereafter, the Promoter will be at liberty to use the Entry and the Additional Submissions in any way it wishes, including by publishing the Entry and the Additional Submissions in its marketing material. By entering this Promotion, each Entrant is taken to consent to the Promoter and Crust Gourmet Pizza using the Entrant’s personal information to administer the Promotion, announce the Winners and disclose the Entrant’s personal information to organisations that assist the Promoter and Crust Gourmet Pizza with administering the Promotion and announcing the Winner, and to third parties as required by law (including authorities that regulate this Promotion, as the case may be). The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and by entering the Promotion, the entrant is taken to consent to the Promoter’s privacy policy. Entrants can view the privacy policy https://www.crust.com.au/privacypolicy/. This can also be provided on request.

5.2. The Promoter’s decision is final and no correspondence will be entered into. Prizes will only be awarded following any Winner validation and verification that the Promoter requires.

5.3. The Promoter reserves the right, at any time, to verify the validity of Prize claims / Entries and Entrants (including an Entrant’s identity, age and place of residence) and to disqualify any Entrant who submits a Prize claim that is not in accordance with these Terms and Conditions or who tampers with the Entry process. Errors and omissions may be accepted at the Promoters discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5.2. The Promoter reserves the right to book flights with any aircraft carrier at its sole discretion. Flights are non-transferrable, non-exchangeable, non-replaceable and non-upgradable. The Winner must confirm their name and their travel companion’s name (and any further details the Promoter may reasonably require) and provide copies of the Winner’s and travel companion’s passport (for booking purposes), in writing, via email to the address supplied by the Promoter within 10 days of the Prize being drawn. No phone calls will be acceptable as confirmation. The Winner acknowledges and agrees that the travel dates are not to include peak holiday periods and school holidays. The Winner and their travel companions must travel together and share the same itinerary. All bookings are subject to seat availability. No warranty is provided by the Promoter that the Winner will be able to travel on their preferred travel dates. The Prize does not include transportation not otherwise specified in these Terms and Conditions.

5.3. The Promoter reserves the right to book the balance of the Prize with providers and/or suppliers that it nominates in its absolute discretion.

5.4. The Winner and the Winner’s companion must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize. The Winner and the Winner’s companion acknowledge and agree that the Prize is subject to the terms and conditions of the travel and accommodation providers. The Winner and the Winner’s companion must follow all reasonable directions given by the respective service
providers during the course of their participation in the Prize. The Promter and any supplier of the Prize reserve the right at any time to refuse entry into or departure out of the destinations, to disqualify or to refuse participation in certain activities on the grounds of (including but not limited to) behaviour, age, health and safety reasons or otherwise any breach of these Terms and Conditions. If the Winner or the Winner’s companion fail to comply with the requirements set out in these Terms and Conditions in the reasonable opinion of the Promter, the Promter may in its discretion forfeit the Prize in which case no compensation will be payable to the Winner or the Winner’s companion.

5.5. The following are not included as part of the prize: all out of pocket expenses including meals (unless specified), beverages, spending money (unless specified), transfers and transport (unless specified), accommodation (unless specified), optional excursions, travel insurance, laundry charges, in-room charges, excess baggage charges, airport charges, currency exchange fees and charges, vaccinations, internet connection, telephone or data plan charges, software or applications taxes (excluding departure and any other flight associated taxes included as part of the Prize), energy surcharges, gratuities, service charges, passports, visas and all other ancillary costs not expressly provided. The costs of obtaining any of these requirements are the responsibility of the Winner and their travel companion. Travel insurance is highly recommended to protect against any additional costs incurred in the event of unforeseen circumstances.

5.6. As a condition of accepting the Prize, the Winner (and his/her travel companion) must sign any legal documentation as and in the form required by the Promter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

5.7. If there is a dispute as to the identity of an Entrant, the Promter reserves the right, in its sole discretion, to determine the identity of the Entrant. If the Winner cannot be identified or otherwise contacted by the Promter with 7 days from the Date of Notice, the Promter reserves the right to select another Entrant as the Winner.

5.8. Entrants consent to the Promter using their Response and agree to transfer all intellectual property in their Response to the Promter once an Entry is made.

5.9. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promter, the Promter reserves the right, to the fullest extent permitted by law to (a) disqualify any Entrant; or (b) to modify, suspend, extend, terminate or cancel the Competition.

5.10. Nothing in the Terms and Conditions limit, exclude or modify 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 similar consumer protection laws.

5.11. Except for any liability that cannot be excluded by law, the Promter (including its officers, employees, agents and related bodies corporate) 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 the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promter’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 Promter) due to any reason beyond the control of the Promter; (d) any tax liability incurred by the Winner or any Entrant; or (e) taking of and redemption of the Prize.
5.12. The laws of Queensland Australia apply to this Competition. Entrants submit to the exclusive jurisdiction of the courts of Queensland Australia.

5.13. The Promoter is RFQA Management Pty Ltd ACN 071 765 609 of 1 Olympic Circuit, Southport in the state of Queensland and its substitutes, successors and permitted assigns (“the Promoter’). For more information, call +61 7 5591 3242, email the Crust Gourmet Pizza Bar’s Marketing team at marketing@crust.com.au OR visit www.crust.com.au.