



Oscar's Restaurant contest, competition, prize draw, giveaway

Terms and Conditions

1. Introduction

1.1 These rules apply to all competitions, prize draws, promotions, giveaways and such like that are promoted on and run through our website or social media channels.

1.2 To enter a competition you must enter as directed on our website or social media channels.

1.3 Our competitions are free to enter (no purchase required, unless otherwise stated).

1.4 Promotions on social media are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Google Plus, Instagram, LinkedIn or any other social network.

2. Eligibility and entry restrictions

2.1 To be eligible to enter a competition:

(a) entrants must be a real person, at least 18 years old and permanently reside in Western Australia

(b) entrants must not be our employee, officer or agent, or an employee, officer or agent of any person or organisation involved in the running of the competition, and you must not be a family relation of any such person.

(c) Competition entrants for our promotions on social media must have a genuine account and must 'like' the Oscars Restaurant social network page (Facebook, Twitter etc.) as part of the entry process.

2.2 The maximum number of entries for a competition shall be at our sole discretion.

3. Start and closing dates

3.1 A competition shall open for entries at the time and on the date specified on our website and/or social media channels, and similarly, shall close to entries at the time and on the date specified on our website and social media channels. Unless otherwise stated, these times and dates are set to those for Australian Western Standard Time (AWST).

3.2 Any entries after the closing of the competition will be invalid and will not be entered into the competition.

3.3 No responsibility can be accepted for entries not received for whatever reason.

3.4 Oscars Restaurant accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. Oscars Restaurant further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of Oscar's Restaurant for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.

3.5 Oscars Restaurant reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Oscars Restaurant in all matters under its control is final and binding and no correspondence will be entered into.

3.6 Oscars Restaurant shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

3.7 Entry into the competition will be deemed as acceptance of all of these terms and conditions.

4. Judging

4.1 Competition entries shall be judged or winners selected on the basis of those criteria specified on our website and/or social media channels in relation to the competition.

4.2 If a competition entrant does not meet the eligibility requirements or is subject to any entry restrictions, that entrant shall not be entitled to be adjudged a winner and will not be entitled to a prize in any circumstances.

4.3 Our decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

4.4 The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Western Australia.

5. Winners and prizes

5.1 Competition prizes for each competition shall be specified on our website or social media channels.

5.2 Competition prize winners will be notified of the competition result by email (if address is asked for/provided) or by direct message on social media (winners must therefore 'like' or 'follow' our social media accounts in order to be contacted about prizes) not more than 30 days following the closing date of the competition, and will receive their prizes not more than 60 days following that closing date.

5.3 If the winner fails to respond to our notification attempts within this time, does not respond within a reasonable period of time or provides an address for delivery of the prize or fails to meet any of the eligibility requirements or is otherwise unable to comply with the competition terms and conditions, we reserve the right to disqualify that entrant.

5.4 The results of a competition will be announced on our website within 30 days following the closing date of the competition. The announcement may include the name and photograph, the town or region of residence and prize details of each prize winner.

5.5 No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

6. Copyright and moral rights

6.1 You warrant to us that you created your competition entries, that you own all of the copyright in those entries, and that our use of the entries in accordance with these rules will not infringe any person's intellectual property rights or other legal rights.

6.2 You grant to us an exclusive, worldwide, royalty-free, perpetual and irrevocable licence to copy, store, edit, distribute, transmit and publish your competition entries.

6.3 To the maximum extent permitted by applicable law, you irrevocable and unconditionally waive your rights to be identified as the author of your competition entries and to object to any derogatory treatment of your competition entries.

7. Publicity

7.1 We may undertake publicity activities relating to competitions and prize awards. The winner therefore agrees to the use of their name, photograph and disclosure of town or region of residence in any post-prize-winning publicity names, surnames, towns or regions of residence and prize details.

7.2 All other personal details collected as part of the competition will be used in conjunction with our Privacy Policy.

8. Our details

8.1 Competitions are run by *Oscars Restaurant*

8.2 Our registered office is *22B/1244 Marmion Avenue, Currambine WA 6028.*

8.3 You can contact us:

- (a) by post, using the postal address given above;
- (b) using our website contact form;
- (c) by telephone, on *08 9304 1300*
- (d) by email, using the email address info@oscarsrestaurant.com.au
- (e) by direct message on our social media channels.