

Optus Perks - Tasty Tuesday #1 Terms & Conditions ("Conditions of Claim")

Schedule																		
Promotion:	Optus Perks - Tasty Tuesday #1																	
Promoter:	Optus Administration Pty Ltd ABN 79 055 136 804, 1 Lyonpark Road, Macquarie Park, NSW 2113, Australia. Ph: 0280827800																	
Promotional Period:	Start date: 02/10/18 at 12:00 pm AEST End date: 23/10/18 at 11:59 am AEDT or once all gifts available are exhausted																	
Weekly Periods:	<table border="1"> <thead> <tr> <th>Weekly Period</th> <th>Claims Open</th> <th>Claims Close</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>02/10/18 at 12:00 pm AEST</td> <td>09/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)</td> </tr> <tr> <td>2</td> <td>09/10/18 at 12:01 pm AEDT</td> <td>16/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)</td> </tr> <tr> <td>3</td> <td>16/10/18 at 12:01 pm AEDT</td> <td>23/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)</td> </tr> </tbody> </table>			Weekly Period	Claims Open	Claims Close	1	02/10/18 at 12:00 pm AEST	09/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)	2	09/10/18 at 12:01 pm AEDT	16/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)	3	16/10/18 at 12:01 pm AEDT	23/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)			
Weekly Period	Claims Open	Claims Close																
1	02/10/18 at 12:00 pm AEST	09/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)																
2	09/10/18 at 12:01 pm AEDT	16/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)																
3	16/10/18 at 12:01 pm AEDT	23/10/18 at 11:59 am AEDT, or once all gifts available that Weekly Period are exhausted (whichever is first to occur)																
Eligible claimants:	<p>Claims are only open to Australian residents who are 16 years and over and are an eligible Optus customer with an active Optus service. Claimants under the age of 18 must have parent or legal guardian approval to enter.</p> <p>Eligible Optus customers include Consumer customers, Small Business customers and Fleet customers (i.e. they are eligible to participate in the Promotion). This includes pre-paid/post-paid Optus mobile users, Optus broadband users and Optus landline customers.</p> <p>The following customers/customers of the following products/services are excluded from this Promotion: Optus TV featuring Foxtel satellite, Optus Thuraya, 'Google Apps for Business', Optus MyBiz Online™, Complex fixed services (Fleet and Micro), standalone YesTV by Fetch, VAS services (e.g. bolt-ons, roaming), Coles prepaid customers and all Optus Corporate products. Entrants under the age of 18 must have parent or legal guardian approval to enter.</p>																	
How To Claim	<p>To claim a gift, the claimant must visit optusperks.com.au, follow the prompts to the Promotion entry page; and redeem a limited time gift via the Optus Perks website (until allocation exhausted) during the Promotional Period.</p> <p>There will be two (2) gifts available for redemption for each Weekly Period. The claimant may only select to claim one (1) of the two (2) available gifts for that Weekly Period, while stocks of gifts allotted for that Weekly Period last. Once all available units of a gift for that Weekly Period have been redeemed it will be greyed out on the claim for any will not be able to be selected.</p>																	
Claims permitted:	Limit one (1) gift claim and gift permitted per person for each Weekly Period.																	
Total Gift Pool:	AUD \$1,255,000.00 <i>(Total gift pool for SA residents: Up to AUD\$500,000)</i>																	
Gifts:	The gifts and the total quantity of each gift available to be won for the entire Promotional Period are listed below.																	
	<table border="1"> <thead> <tr> <th>Gift Details</th> <th>Number of this gift</th> <th>Gift Value</th> </tr> </thead> <tbody> <tr> <td>Gift 1: Offer code to redeem a Regular Double Fillet Oprego Burger Meal (includes double fillet burger, regular chips and 390ml drink) at Oporto (excludes SA)*</td> <td>21000</td> <td>AUD\$12.50</td> </tr> <tr> <td>Gift 2: Offer code to redeem a Regular Rappa Meal (includes Rappa Wrap, regular chips and 390ml drink) at Oporto (excludes SA)*</td> <td>21000</td> <td>AUD\$12.50</td> </tr> <tr> <td>Gift 3: Offer code to redeem a ½ Flame Grilled Chicken, at Oporto (excludes SA)*</td> <td>23000</td> <td>AUD\$10.00</td> </tr> <tr> <td>Gift 4: \$5.00 voucher for use in the Hey You App (awarded as an offer code).</td> <td>100000</td> <td>AUD\$5.00</td> </tr> </tbody> </table>			Gift Details	Number of this gift	Gift Value	Gift 1: Offer code to redeem a Regular Double Fillet Oprego Burger Meal (includes double fillet burger, regular chips and 390ml drink) at Oporto (excludes SA)*	21000	AUD\$12.50	Gift 2: Offer code to redeem a Regular Rappa Meal (includes Rappa Wrap, regular chips and 390ml drink) at Oporto (excludes SA)*	21000	AUD\$12.50	Gift 3: Offer code to redeem a ½ Flame Grilled Chicken, at Oporto (excludes SA)*	23000	AUD\$10.00	Gift 4: \$5.00 voucher for use in the Hey You App (awarded as an offer code).	100000	AUD\$5.00
Gift Details	Number of this gift	Gift Value																
Gift 1: Offer code to redeem a Regular Double Fillet Oprego Burger Meal (includes double fillet burger, regular chips and 390ml drink) at Oporto (excludes SA)*	21000	AUD\$12.50																
Gift 2: Offer code to redeem a Regular Rappa Meal (includes Rappa Wrap, regular chips and 390ml drink) at Oporto (excludes SA)*	21000	AUD\$12.50																
Gift 3: Offer code to redeem a ½ Flame Grilled Chicken, at Oporto (excludes SA)*	23000	AUD\$10.00																
Gift 4: \$5.00 voucher for use in the Hey You App (awarded as an offer code).	100000	AUD\$5.00																

	<p>*SA residents are NOT eligible to claim any Oporto offer.</p> <p>A certain number of units of each gift will be allotted for each Weekly Period. Any unwon or unclaimed gifts will not be awarded.</p> <p>Oporto offer codes are only redeemable at stores Australia wide excluding: stores in South Australia and the following Oporto stores: Edmonson Park, Gregory Hills, Entertainment Quarter, Sydney Football Stadium and Oporto stores outside of Australia.</p>
Notification :	Successful claimants of a gift will receive their code to redeem the gift offer via the email address provided on the claim form within one (1) day of the claim being received by the Promoter. Code must be redeemed by the date stated in the email.

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Any ancillary costs associated with redeeming the gift are not included. Any unused balance of the \$5 voucher will not be awarded as cash. Redemption of an offer code is subject to any terms and conditions of the issuer.
4. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
5. If a gift is claimed by a person under the age of 18, the gift may be awarded to the claimant's parent or guardian and where applicable to the gift a nominated parent/guardian must accompany any person under 18 years of age.
6. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.optus.com.au/about/legal/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.

11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
16. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
17. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
19. Authorised under: SA Permit No. T18/1680.