TERMS AND CONDITIONS
OF ENTRY FOR THE
MICHEL’S PATISSERIE SURPRISE CAKE

By entering the Michel’s Patisserie ‘Surprise Cake’ (“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 only (“Entrant”). Employees of the Retail Food Group Limited and their subsidiary companies 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. Entry to the Competition is only open to individuals aged 18 years or older. Entrants who are under the age of 18 must have their parent or guardian consent to their entry and the parent or guardian of the Entrant is deemed to have consented to and is bound by these Terms and Conditions. Parents or Guardians may be required by the Promoter to enter into a further agreement as evidence of their consent of the Entrant entering this Competition.

1.4. 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:

(a) submits an Entry that is not in accordance with these Terms and Conditions; or
(b) if the Entrant is engaged in any unlawful of 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.

1.5. The Competition commences on August 1, 2016 at 00:01AM and closes on October 31, 2016 at 11:59PM (“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. A “Surprise Cake” is a range of cakes that you can build in store or online. You can choose your size (small, medium, tiered), flavour (vanilla or chocolate), topping (over 10 to choose from), plaques (chocolate or marble) and ribbon colour.

2.2. To be eligible for Entry, an Entrant must, during the Competition Period:

(a) visit a Michel’s Patisserie store and purchase a Surprise Cake in one transaction obtaining a receipt as proof of purchase (the ‘Purchase’) or obtain an order number by purchasing a Surprise Cake online at www.michels.com.au;
(b) visit www.michels.com.au (“Page”) and follow the prompts to the competition application;
(c) enter your personal and other details required in the application and provide your own unique response to the following question “Who do you want to escape to Melbourne with and why?”;
(d) accept our terms and conditions; and
(e) click ‘Enter’ at the end of the application to submit your entry so that it is received by the Promoter
2.3. The Entrant may submit one Entry for each individual Purchase only. The Entrant may make multiple Purchases and therefore submit multiple subsequent entries during the Competition Period.

2.4. Any rude, offensive, illegal, incomprehensible or incomplete Entry (all of which will be at the absolute discretion of the Promoter) will be invalid.

2.5. The single most creative Entry arising from the Competition, as determined by the Promoter (in its absolute discretion and based on these Terms and Condition) (the "Winner") will win the Prize.

2.6. This is a game of skill and chance or luck plays no part in determining the Winner. Each Entry will be individually judged based on creative merit and having considerations for the Michel's Patisserie brand.

3. Prizes

3.1. On November 7, 2016 at 15:00PM ("Prize Draw Day"), the Promoter will commence the selection process of choosing the top most creative Entries, as determined by the Promoter (in its absolute discretion and based on these Terms and Conditions) to win the Prize. Judging will take place at 1 Olympic Circuit, Southport QLD 4215.

3.2. The Winner will be contacted by November 18, 2016 ("Date of Notice") using the details provided by the Entrant in the Entry.

3.3. Within 30 days from the Date of Notice, the Winners must provide to the Promoter the Winner's proof of Purchase so that redemption of the Prize may be arranged.

3.4. The Winner will receive two (2) adult return economy airfares to Melbourne from the Winner's closest Australian capital city airport (inclusive of airfare related taxes and charges up to $1,000.00 in value), two (2) nights' accommodation in the Crown Towers Melbourne (up to $1,000 in value) in a twin-share room; and $2,000 (AUD) spending money ('Prize').

3.5. If the Winner resides in Melbourne, they will receive dinner for two at a Melbourne restaurant (to the value of $500.00), at the discretion and direction of the Promoter.

3.6. 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 or driver’s licence (for booking purposes), in writing, via email to the address supplied by the Promoter within 30 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.

3.7. The Winner and their travel companion 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 their preferred travel dates. The Prize does not include transportation not otherwise specified in these Terms and Conditions

3.8. The Prize must be booked by January 31, 2017 and used by November 30, 2017 or the prize is forfeited. Travel must be booked at least three (3) months in advanced. Redemption of the prize is subject to availability and will depend on travel class availability, hotel room class availability and peak season or blackout periods applying. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the Winner. The Winner (and the Winner's travel companion as the case may be) is responsible for ensuring that they have valid travel documentation. Any costs associated with obtaining valid travel documentation are the sole responsibility of the Winner and the Winner's travel companion.

3.9. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and the Winners travelling companion. The Winner and the Winner’s companion must depart from and return to the same departure point and travel together. The itinerary is to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Prize.

3.10. The Prize is subject to the standard terms and conditions of individual Prize and service providers which are accepted by the Winner upon entry into this Competition.
The Winner and the Winner’s travel companion may be required to present their credit card or provide a cash deposit at time of hotel check in, for all incidental charges for the Prize. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash. The Prize is provided ‘as is’ and is without any warranty.

3.11. 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 Promoter 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 Promoter, the Promoter may in its discretion forfeit the Prize in which case no compensation will be payable to the Winner or the Winner’s companion.

3.12. Total maximum prize pool is $4,000.00. The Prize or any unused portion of the Prize is not transferable or exchangeable and cannot be taken for cash. Any ancillary costs associated with redeeming the Prize are not included and must be borne by the Winner. If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that Prize) will be forfeited. The Promoter accepts no responsibility in the event the Prize becomes unavailable or in the event the Prize as redeemed differs to that advertised. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value (including where the Prize is unavailable). The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value.

3.13. Subject to any written directions from a relevant regulatory authority, if any element of the Prize becomes unavailable for any reason beyond the Promoter’s control then a similar prize element of equal or greater value will be awarded to the Winner in lieu. However, despite this clause, the Promoter will not be liable for the replacement of the Prize where the Prize becomes unavailable due to the recipient’s negligent act, omission or default (for example, where the recipient fails to redeem the prize). Furthermore, the Promoter will not be liable for any additional costs or expenses incurred by the Winner in the event the Winner fails to comply with all necessary requirements or the entrant’s unavailability to accept the Prize. Some exclusions and conditions may apply. Redemption of the Prize is subject to any terms and conditions of the issuer, including terms and conditions either express or implied and whether or not listed on any passes, tickets etc issued as part of the Prize.

3.14. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person’s negligence) in connection with using any Prize, except any liability that cannot by law be excluded (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Competition take no responsibility for the Prize damaged or lost in transit.

3.15. Nothing in these Terms and Conditions limits excludes or modifies 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 the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”).

3.16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a Prize.

3.17. Any provision of these Terms and Conditions which is invalid in a particular jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction. If a provision of these Terms and Conditions does not apply that provision is to be read down so as to give it as much effect as possible. However, if it is not possible to give the provision concerned any effect at all then it is to be severed from these Terms and Conditions in which case the remainder of these Terms and Conditions will continue to have full force and effect.

3.18. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

3.19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

3.20. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it's determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, War; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to any relevant law or regulation.

3.21. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

3.22. The Winner agrees to participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents.

3.23. The Promoter or any other owner of the footage (“IP Owner”) may use and reuse the entrant's name, voice, picture, materials, and/or statements made by them during any photographing or filming for use throughout the world in connection with the Competition of this competition. The IP Owner owns all images and footage shot of each entrant and by participating the entrant gives their consent to such photographing, taping and recording. The IP Owner may edit the appearance of an entrant as it sees fit. The entrant hereby waives any right of inspection or approval of their appearance and/or its use and understands that the IP Owner has no obligation to use their appearance. Entrants may voluntarily disclose personal and/or financial information about themselves during a Competition and they agree that the IP Owner may use and/or broadcast such disclosures in accordance with this release. Entrants represent that any and all statements they make during the Competition on and/or off the air to representatives of the Promoter are true and not misleading. Entrants indemnify the Promoter, its officers, directors, agents and any other IP Owner (“Released Parties”) against any claims against any of them arising out of their appearance in any Michel's Patisserie Competition. Entrants hereby release the Released Parties from any loss, claims or injuries.
they may incur arising out of their participation or appearance in accordance with this release.

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

3.25. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Competition and where appropriate award a prize. If the personal information requested is not provided, the entrant may not participate in the Competition. By participating in the Competition, each entrant also acknowledges that a further primary purpose for collection of entrants’ personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages. The Promoter may share information with its International related companies or Competition partners who may contact entrants with special offers in this way. By entering the Competition, each entrant agrees that the Promoter may use entrants’ personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the winner’s name, and locality in any media as required under the relevant lottery legislation. Entrants can also gain access to, update or correct any personal information by contacting the Promoter at the address below. All personal information will be stored at the office of the Promoter or its agents.

3.26. For more information on the Prize or to discuss the terms of entry please fax the Promoter on (07) 5591 9021.

4. Facebook

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.

4.2. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. 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.

4.3. Facebook 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. 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.

5.2. 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.

5.3. If there is a dispute as to the identity of an Entrant, the Promoter 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 Promoter with 7 days from the Date of Notice, the Promoter reserves the right to select another Entrant as the Winner.

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

5.5. 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 Promoter, the Promoter 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.

5.6. 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.

5.7. The Promoter is RFGA 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").

5.8. For more information, call +61 7 5591 3242, email the Michel's Patisserie Marketing team at marketing@michelspatisserie.com.au OR visit www.michels.com.au.