



Red Rooster x Pie Time Competition Terms & Conditions

Schedule

Promotion	Red Rooster x Pie Time Competition
Promoter	Pedestrian Group Pty Ltd ABN 60 112 839 568 of Level 1, 65 Wentworth Avenue, Surry Hills NSW 2010
Promotion Sponsor	Red Rooster
Promotional Period	Start Date: Wednesday 15 May 2024 at 11:00 AM AEST. End Date: Sunday 9 June 2024 at 23:59 PM AEST or once stock of rewards run out, whichever first. No claims will be accepted on any Monday or Tuesday during the Promotional Period. Rewards are strictly limited to the first 250 valid claimants each week (starting Wednesday) of the Promotional Period. 250 reward claims will be made available at 11am AEST each Wednesday of the Promotional Period (i.e. on 15 May 2024, 22 May 2024, 29 May 2024 and 5 June 2024).
Eligible claimants	Permanent residents of Australia aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (Claimants)
Claim Method	To be eligible to claim, Claimants must complete the following steps during the Promotional Period: 1. Visit https://www.pedestrian.tv and https://www.instagram.com/pedestriantv follow the prompts within the promotional piece; 2. Locate the text line contact number; 3. Submit a text message with the exact words, "The Rooster's Calling" to receive a limited time voucher code; and 4. Enter the limited time voucher code into the Red Rooster app. Offer is strictly limited to the first 250 voucher code redemptions used in the Red Rooster app each week from Wednesday of the Promotional Period.
Maximum Claims	A limit of one (1) voucher code redemption per Claimant applies.
Reward Determination	From 11am each Wednesday of the Promotional Period, the first 250 Claimants to submit a text message with the correct wording to the text line will receive the voucher code. The reward will be valid for the first 250 voucher code redemptions received each week during the Promotional Period.
Number of Rewards	250 per week. 1,000 total.
Reward Notification	Successful claimants will be notified by text message within 24 hours from their claim submission time.
Reward/s	The first 250 valid claims received each week of the Promotional Period will each be awarded one (1) x voucher code sent by text message redeemable for one (1) x Red Rooster x Four'N Twenty Chicken Pie Reward Value: AUD \$7.45 The voucher code must be redeemed by the Sunday immediately following the date the prize was awarded (e.g. if the reward was awarded on either May 15th, 16th, 17th, 18th or 19th, the voucher code must be redeemed by May 19th) whilst stocks last. Only 250 uses of the voucher code are available each week. For the avoidance of doubt, a maximum of one voucher code redemption is permitted per person.

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	To redeem the reward, successful claimants must download and open the Red Rooster app and enter the voucher code in the voucher section checkout to redeem the free pie. Successful claimants must collect the order from any participating Red Rooster store.
Reward Supplier/s	Red Rooster

Terms and Conditions

Participation in the Promotion

- 1 The Schedule above and all other claim instructions and reward information published by the Promoter form part of these Terms and Conditions. Each Claimant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that participation into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
- 2 Claims are not open to:
 - a) directors, management, employees, officers and contractors of:
 - i. the Promoter,
 - ii. the Promotion Sponsor,
 - iii. the Reward Supplier/s,
 - iv. any related bodies corporate of the Promoter, the Promotion Sponsor and the Reward Supplier/s, and
 - v. the agencies and companies associated with the Promoter or the Promotion; and
 - b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a).
- 3 Claims must be received by the Promoter during the Promotional Period. All claims are deemed to be received at the time of receipt by the Promoter or its agencies, not the time of transmission by the Claimant. Records of the Promoter and its agencies will be used to verify this.
- 4 Claimants may submit claims up to the Maximum Claims, however a limit of one (1) reward per Claimant applies.
- 5 Any and all claims that are made using any automated means, computer claim service or any other mechanical or electronic means that allows an individual to automatically claim repeatedly are invalid and will be rejected by the Promoter.
- 6 SMS claim cost per message is \$0.55 including GST. Premium SMS Service Provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815). By participating in the Promotion via SMS, Claimants consent to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of their claim in the Promotion.
- 7 All claims to the Promotion may be subject to verification by the Promoter. Claimants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to claim the Promotion, including but not limited to receipts, evidence of age, residence and identity. If a Successful claimant cannot provide suitable proof of eligibility to the Promoter's reasonable satisfaction, they forfeit their Reward in whole and no substitute or compensation will be offered.
- 8 The Promoter may, declare any or all claims made by an Claimant to be invalid if the Claimant:
 - a) fails to establish their entitlement to claim in the Promotion to the Promoter's reasonable satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions; or
 - e) has, in the reasonable opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Claim material

- 9 Claims must be submitted in accordance with the Claim Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action.

Successful claimants

- 10 The Number of successful claimants will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Reward Determination. The Successful Claimant/s will receive the Reward/s.
- 11 The Successful Claimant/s will be notified in accordance with the Reward Notification.

General reward terms

- 12 All Reward values are correct and based on the recommended retail value at the Start Date of the Promotion.
- 13 If a Reward or any part of a Reward is unavailable for any reason, the Promoter will substitute the Reward with another item of no lesser retail value.
- 14 Unless expressly stated as being included in the Reward/s, all other costs and expenses associated with taking the Reward/s become the responsibility of Successful Claimant/s and their guest/s, including but not limited to all other incidental and ancillary costs incurred by Successful Claimant/s as a direct or indirect result of taking the Reward.
- 15 Rewards cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 16 If for any reason a Successful Claimant does not (or is unable to) take their Reward or an element of their Reward at the time stipulated by the Promoter, they forfeit their Reward or that element of their Reward and no compensation or substitute will be offered.
- 17 Rewards may not, without the prior written consent of the Reward Supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Reward is sold or used in breach of this condition, the Promoter or the Reward Supplier/s may, at their absolute discretion, withdraw the Reward. Where a Reward has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
- 18 Successful Claimant/s should seek independent financial advice at the Successful Claimant's sole expense regarding any tax implications relating to the Reward/s or acceptance of the Reward/s.
- 19 Rewards cannot be used in conjunction with any other discounts or special offers.
- 20 Each Reward will be awarded to the accountholder of the phone number that submitted the claim.
- 21 The Promoter may invalidate any reward claim where the Successful Claimant has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
- 22 Voucher rewards are only valid for the period as advised by the Promoter or Reward Supplier/s and can only be redeemed in accordance with the Reward Supplier's terms and conditions.

Publicity

- 23 By accepting a Reward, successful claimant/s agree that:
- a) if requested by the Promoter, the successful claimant/s will:
 - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any reasonable promotional activity in connection with the Promotion or the Reward during the Promotional Period and for a reasonable period following the Promotional Period. The Promoter will pay for the reasonable expenses of the successful claimant/s participation pursuant to this clause;
 - b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the successful claimant/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
 - e) the successful claimant/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

- 24 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- a) each Claimant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - b) each Claimant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
 - c) to the extent relevant to the Promotion, the Promoter agrees and each Claimant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
 - d) Claimants understand that they are providing their information to the Promoter and not to

- the Platform Operator;
- e) Claimants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
- f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

- 25 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 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability, for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Reward/s.
- 26 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (other than with respect to any rights you may have which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions) for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:
- a) any technical difficulties or equipment malfunction;
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
 - c) any delays or failures in any telecommunications services or equipment;
 - d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
 - e) any entry or reward claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - f) any variation in Reward value to that stated in these Terms and Conditions;
 - g) any tax liability incurred by a Claimant;
 - h) if a Reward or any part of a Reward is unavailable for any reason; or
 - i) use of the Reward/s.
- 27 Notwithstanding clauses 25 and 26, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

General

- 28 Reward/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties, of which the Claimants will be made aware, and the Claimant/s must comply with, any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed by a third party on the taking of a Reward or participation in the Promotion.
- 29 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Reward.
- 30 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the Reward Supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining to this Promotion.
- 31 These Terms and Conditions are governed by the laws of New South Wales.
- 32 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 33 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Claimant and the Promoter with respect to the Promotion but they do not exclude the Claimant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth)* (*Australian Consumer Law*).
- 34 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each claimant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

Privacy

- 35 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Claimants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and:

- a) the Promoter's Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>; or
- b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>.

The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:

- c) how Claimants may access or correct any of their personal information collected by the Promoter; and
- d) how Claimants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.

- 36 If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Claimant for marketing purposes if the Claimant has given their consent to be contacted by the Promotion Sponsor.