Terms and Conditions
TGI FRIDAYS Asia Pacific Pty. Ltd.
Voice of the Customer "Conditions of Entry"

SCHEDULE

Promotion:

TGI Fridays Australia Voice of the Customer

Promoter:

TGI Fridays Asia Pacific Pty. Ltd. ACN 78 914 137 118, 72 Market Street, Southbank VIC 3006

Website:

www.tgifridays.com.au

Promotional Period:

The Promotion commences at 12.01am AEST on the first day of each month and ends at 11.59pm AEST on the last day of each month.

Eligible Entrants:

Entry is open to Australian residents who are 16 years and over and who are invited to complete the survey. If an entrant is under the age of 16 years of age, their entry will be deemed invalid.

Entry Method:

To enter the Promotion, during the Promotion Period, the entrant must receive an invitation to complete a survey from the Promoter and complete all the questions in the survey along with the entry form noting their name and valid email address.

Entrants can access the entry form at the end of the survey. The survey link can be accessed on either:

- a. The feedback email that is automatically sent upon completion of an eligible order as a registered, verified and subscribed loyalty member (excludes orders with 3rd party delivery providers including UberEats, Door Dash and Menulog).
- b. Via the QR code presented on Feedback Cards provided by TGI Fridays staff
- c. Via other approved advertising means communicated by TGI Fridays from time to time

Entrants will only be entered into the draw that corresponds with the entry period during which they completed the survey.

Entries permitted:

Limit one (1) entry per email address and per person (per survey). Limit one (1) prize per person.

Prize:

There is 1 prize of a TGI Fridays gift card to the value of AU\$250.00 (inclusive of GST) to be won each month, which can be redeemed for dine-in or To Go at a TGI Fridays restaurant or through TGI Fridays orders made on the TGI Fridays App or Ordering Website.

Total Prize Pool Value:

AU\$250.00 (inclusive of GST) each month of the Promotion Period.

Prize Conditions:

Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specific on the gift card.

Relevant States:

All Australian States and Territories.

Judging Criteria:

Each valid entry will be individually judged by representatives of the Promoter based on the creativity, relevance, experience, originality and suitability of the entry.

Judging Date and Time:

Winners will be judged by the 5th business day of the next month, every month until the end of the Promotion Period.

Notification of Winners:

Winners will be notified via email before the 10th business day of each month. Winners will also be published on www.tgifridays.com.au

Prize Claim Date & Time:

The Prize must be claimed by 11.59pm AEST on the 14th of each month.

Unclaimed Prizes:

If a winner fails to claim the Prize by the deadline, they will no longer be eligible to receive the Prize. The Prize will then be allocated to the entrant judged as the runner up who satisfies these terms and conditions. To claim the Prize, a winner must follow the instructions provided in the email sent by the Promoter.

Prize Terms and Conditions:

- 1. The Promoter needs to collect the personal information of entrants, which must be submitted with an entrant's entry, so that the Promoter can enter the entrants into the Promotion. The Promoter may use personal information about entrants for related purposes, including sending entrants information (including electronically) about the Promoter, the Promoters offers and loyalty programs and further competitions. TGI Fridays' Privacy Statement can be found at https://www.tgifridays.com.au/privacy-policy/. Personal information of entrants will be collected to enable the Promoter to administer and promote this Promotion and its winners.
- 2. The Prize is not transferable, deferrable, exchangeable or redeemable for any other product and cannot be taken as cash.
- 3. The Prize is subject to the gift card terms and conditions which can be found at https://www.tgifridays.com.au/offer-tcs/.
- 4. The Promoter reserves the right, at any time before awarding the Prize, to vary, postpone or cancel the Prize, including, without limitation, where in the Promoter's opinion (as determined by the Promoter in its sole discretion):
 - a. a winner has not complied with the Terms and Conditions;
 - b. a winner does not satisfy the Promotion entry requirements; and/or
 - c. the Promoter cannot conduct this Promotion or offer the Prize for any other reason outside the Promoter's reasonable control
- 5. It is a condition of accepting the Prize that a winner complies with all the conditions of use of the Prize.
- 6. Any costs associated with redeeming the Prize are at the sole expense of the winners.
- 7. Winners will receive the Prize electronically to their nominated email address.

8. The Promoter takes no responsibility for lost Prizes, any delivery failure occurring after distributing the Prize to a winner's email address, or any delivery failure occurring due to incorrect email address details provided by a winner.

TERMS AND CONDITIONS

- 1. These Terms and Conditions and all other information provided by the Promoter to the entrant prior to entering the Competition, including the Schedule and any instructions on how to enter the Competition, form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid. The Schedule defines certain terminology used within these Terms and Conditions and to the extent of inconsistency between the Schedule and these Terms and Conditions, the Schedule will prevail.
- 2. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, 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 who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 3. Entry is only open to residents of the Relevant States who comply with the Entry Restrictions and have a valid email address and phone number. Employees (and their immediate family members) of the Promoter, participating retailers and agencies associated with this Competition are ineligible to enter. Immediate family members include any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 4. The entrant acknowledges and agrees that the entry is not obscene, defamatory, libellous, threatening, harassing, hateful, racially or ethnically offensive, and does not encourage any conduct that would be considered a criminal offence, would give rise to any civil liability, or violate any applicable law.
- 5. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 6. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, or suspend or modify a prize, if in the Promoter's opinion, the Promotion is not capable of running as planned.
- 7. The Promoter's decision is final and no correspondence will be entered into.
- 8. Any cost associated with accessing the promotional website (TGI Fridays website or app), whether via a standard computer or mobile device is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 9. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the

- Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.
- 10. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australia's regulatory authorities. The Promoter may use the entrant's personal details for any marketing, promotional or publicity purposes that are related to this Promotion.
- 11. These Terms and Conditions shall be governed by the law of Victoria, Australia.