

TERMS AND CONDITIONS SCHEDULE	
ITEM 1: PROMOTION NAME	Destination Thailand – Noodle Box Promotion
ITEM 2: PERMIT NUMBER(S)	South Australia: T24/1720 Australian Capital Territory: ACT TP 24/02255
ITEM 3: PROMOTER(S)	The promoter of this competition is Concept Eight Franchising Pty Ltd ACN 115 296 387 of 13A/663 Victoria Street, Abbotsford Victoria 3067 and G Adventures Pty Ltd ACN 122 417 298 of Level 16, 80 Collins Street South Tower, Melbourne VIC 3000 (the “Promoters”).
ITEM 4: WEBSITE	noodlebox.com.au/destinationthailand (website TBC)
ITEM 5: PROMOTION CONTESTING DATES AND TIMES	00:01 AEST 29 October 2024 to 23:59 AEST 3 February 2025
ITEM 6: ENTRANT RESTRICTIONS	<p>Entrants must purchase any Destination Thailand and/or any other existing Thailand inspired menu item from a participating Noodle Box restaurant (excluding Noodle Box Wyong) during the Promotion Contesting Dates and Times. The qualifying Noodle Box Thai-inspired menu items (at any serving size) are as follows:</p> <ul style="list-style-type: none"> • Thai Chili Jam Crispy Chicken • Chili Jam Chicken Pad Thai • Thai Sticky Pork Belly • Thai Beef & Broccoli • Traditional Pad Thai • Thai Basil & Cashew Stir Fry <p>This purchase can be made either in-restaurant, or via the ATE Rewards App or online ordering platform for in-restaurant or pick-up orders. The Destination Thailand – Noodle Box Promotion is not available for delivery, including via any third-party delivery partners or via the Ate Rewards App or online ordering platform. Each purchase of a qualifying menu item equates to one entry into the Destination Thailand – Noodle Box Promotion. Entrants must keep their receipt for proof of purchase.</p> <p>Entrants must be aged 18 years and over.</p> <p>Entrants must be permanent residents of Australia or New Zealand.</p> <p>Upon registering for the Destination Thailand – Noodle Box Promotion, entrants must approve to be subscribed to receive marketing communications from the Promoters and approve to share their details with the Promoters.</p>
ITEM 7: METHOD OF ENTRY	<p>Upon purchase of a qualifying menu item at a participating Noodle Box location, customers will receive a card with a unique code and will be directed to complete an online form at noodlebox.com.au/destinationthailand. To enter, all customers must provide the following details at noodlebox.com.au/destinationthailand:</p> <ol style="list-style-type: none"> 1. First Name 2. Last Name 3. Email Address 4. Contact Number 5. Date of Birth 6. Post Code 7. Unique Code 8. Proof of Purchase Receipt 9. Approval to receive marketing communications from Concept Eight Franchising Pty Ltd and G Adventures Pty Ltd 10. Approval to share personal details with Concept Eight Franchising Pty Ltd and G Adventures Pty Ltd <p>Each purchase of a qualifying menu item equates to one entry into the Destination Thailand – Noodle Box Promotion.</p>

	All entrants' names of those who have made a purchase of a qualifying menu item and have entered their details accordingly at noodlebox.com.au/destinationthailand will be entered into the draw to win the Destination Thailand – Noodle Box Promotion. Customers can enter as many times as they wish into the competition.
ITEM 8: DRAW DETAILS	The Destination Thailand – Noodle Box Promotion winner will be determined by computer-generated random selection by 23:59 AEST Tuesday 4 February 2025 at Concept Eight Franchising Pty Ltd's principal place of business of 13A/663 Victoria Street, Abbotsford Victoria 3067. If the prize remains unclaimed by 23:59 AEST Monday 17 February 2025, a re-draw will take place by 23:59 AEST Tuesday 18 February 2025 by computer-generated random selection.
ITEM 9: PRIZE DETAILS	The winner of the Destination Thailand – Noodle Box Promotion will receive: <ul style="list-style-type: none"> • 2x places on the "Thailand Island Hopping – West Coast (Trip Code - ATTW)" trip for themselves and one additional passenger of their choice, estimated at a value of \$4,518 • 2x return economy flights from the winner's nearest Australian capital city, up to a value of \$2,000.00 AUD per person • The prize must be booked before 1 July 2025, with the first date of travel commencing before 31 July 2025 • All travel arrangements for the winner of the Destination Thailand – Noodle Box Promotion and chosen additional passenger will be funded and managed directly by G Adventures Pty Ltd
ITEM 10: PRIZE WINNER PUBLICATION DETAILS	The winner of the Destination Thailand – Noodle Box Promotion will be announced via social media, the Promoter's websites and will be contacted directly in writing on Tuesday 4 February 2025 by 23:59 AEST. The winner's Last Name, First Initial and Postcode will be published on the Promoter's social media and website at the website address noodlebox.com.au/destinationthailand . If a re-draw is required, the winner of the re-draw will be announced via social media, the Promoter's websites and will be contacted directly in writing on Tuesday 18 February 2025 by 23:59 AEST. The re-draw winner's Last Name, First Initial and Postcode will be published on the Promoter's social media and website at the website address noodlebox.com.au/destinationthailand . The winner and their chosen additional passenger will tag Noodle Box and G Adventures in all of their online travel related content.

Terms and Conditions

1. **INTRODUCTION**

- 1.1. By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Terms and Conditions Schedule.
- 1.2. To the extent that there is any inconsistency between the Terms and Conditions Schedule and the Terms and Conditions, the Terms and Conditions Schedule will prevail.
- 1.3. These terms and conditions can be downloaded from the website listed in Item 4: Website.

2. **DURATION**

- 2.1. Entry into this Promotion will occur in accordance with Item 5: Promotion Contesting Dates and Times.

3. **ELIGIBILITY**

- 3.1. Entrants must at all times comply with Item 6: Entrant Restrictions. Those entrants who have not complied with Item 6: Entrant Restrictions will be disqualified.
- 3.2. Employees, franchisees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees, franchisees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 3.3. Entrants warrant that they are entering this Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.
- 3.4. Registered Noodle Crew members cannot use Noodle Dollars in entering this Promotion as described in Item 7: Method of Entry. Only full price transactions will qualify.
- 3.5. Transactions including any discounts or deals that include a free drink do not qualify for entry.

4. **METHOD OF ENTRY**

- 4.1. Entrants must enter this Promotion in accordance with Item 7: Method of Entry. Those entrants who have not complied with Item 7: Method of Entry will be disqualified.
- 4.2. Entrants may enter this Promotion as many times as they like, provided that only one unique code can be used per entry. The unique code shall be provided to each patron upon receipt of their transaction at Noodle Box.
- 4.3. All costs and expenses incurred by the entrant in entering the competition shall not be reimbursed by the Promoter regardless of whether they win a prize in the Competition or not.
- 4.4. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

5. **DRAW**

- 5.1. The prize draw will take place in accordance with Item 8: Draw Details.

6. **PRIZE(S)**

- 6.1. All prizes are awarded in accordance with Item 9: Prize Details.
- 6.2. The prize detailed at Item 9: Prize Details encompass the total prize pool available for all entrants to this completion.
- 6.3. All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.
- 6.4. The winner of the prize acknowledges the prize value is not transferable for cash.

7. **PRIZE CONDITIONS**

- 7.1. No other costs will be included and all expenses other than those specifically referred to in Item 9: Prize Details, will be at each winner's and (if applicable) their accompanying guest's cost.
- 7.2. All prizes are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified.
- 7.3. If a prize winner is not available to claim the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 7.4. It will be each winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).
- 7.5. The Promoter will not award the prize if the Promotion is terminated for whatever reason.

8. **NOTIFICATION**

- 8.1. Details of the prize winner will be published in accordance with Item 10: Prize Winner Publication Details.

9. **PRIZE COLLECTION**

- 9.1. The prize winner will not incur any cost to accept a prize by the Promoter.
- 9.2. A representative of the Promoter will be in contact with the winner of the prize to arrange the handover of the prize.
- 9.3. Prize winners may be required to sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.
- 9.4. The Major Prize winner and their guest may, at the absolute discretion of the Promoter, first be required to:
 - (a) submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem the prize; and/or
 - (b) execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem the prize.

10. **PRIZE AVAILABILITY**

10.1. The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

10.2. The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

11. **TAXES**

11.1. Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

12. **UNCLAIMED PRIZES**

12.1. If the prize remains unclaimed, including if the prize remains unclaimed after the prize re-draw in accordance with Item 8: Draw Details, any unclaimed prizes will be forfeited subject to State regulations.

13. **PUBLICITY MATERIALS**

13.1. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.

13.2. Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.

13.3. Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

13.4. Entrants also acknowledge that their contact details will be used by both G Adventures and Concept Eight Franchising, and they may be contacted with relevant marketing offers.

14. **COPYRIGHT**

14.1. By entering this Promotion all entrants:

- (a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- (c) undertake to the Promoter that their entry is not in breach of any third-party intellectual property rights; and
- (d) releases the Promoter from any act or omission which would otherwise constitute an infringement to their intellectual property, including but not limited to, any claim under the *Copyright Act 1968* (Cth).

15. **RELEASE AND INDEMNITY**

15.1. To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

16. **TAMPERING AND OTHER MATTERS**

16.1. If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.

16.2. The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

17. **INABILITY TO CONTACT**

17.1. If, after reasonable attempts by the Promoter, a winner is not successfully contacted by the Promoter, that person will be disqualified and a replacement entrant will be selected by the Promoter in accordance with Item 8: Draw Details.

18. **LEAVE FOR PARTICIPATION**

18.1. Obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each entrant.

19. **EXCLUSION OF PARTICIPANTS**

19.1. The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

19.2. The Promoter reserves the right to disqualify any entrant where it reasonably suspects that the entrant has committed any unlawful or improper conduct including any breach of these terms and conditions.

20. **TERMINATION OF OR VARYING PROMOTION**

20.1. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

21. **DECISIONS FINAL**

21.1. All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

22. **FAILURE TO ENFORCE TERMS AND CONDITIONS**

22.1. A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

23. **PERSONAL INFORMATION AND PRIVACY**

23.1. The personal information supplied by entrants when entering this Promotion will be used by the Promoter in accordance with its Privacy Policy, which can be found at <https://concepteight.com.au/privacy-policy>. The Privacy Policy has been created in accordance with the Australian Privacy Principles pursuant to the *Privacy Act 1988* (Cth).

23.2. The Promoter respects the privacy of your personal information. Personal information is only collected for the purpose of entry to this Promotion. We will use this information to:

- (a) Administer your entry to the Promotion;
- (b) Contact winners in relation to the Promotion;
- (c) Arrange for prizes to be provided to or collected by winners.

23.3. Any personal information may be stored in the Promoter's database and may be disclosed to the following third parties:

- (a) Prize suppliers, including Noodle Box restaurants, Concept Eight Franchising, G Adventures, airlines, hotel staff, event staff, private transport companies or sponsors;
- (b) Relevant regulatory authorities;
- (c) Media or press outlets; or
- (d) Other third parties as required by law.

23.4. Subject to any exceptions in relevant laws, you may inspect your personal information collected by the Promoter by contacting us at:

13A/663 Victoria Street
Abbotsford VIC 3067
(03) 8851 4200
marketing@concepteight.com.au