



## The Pancake Parlour – Club Rewards program

### Terms and Conditions

**Promoter:**

Lovely Pancakes Pty Ltd T/as The Pancake Parlour ABN 56 006 426 599

**Relevant States/Territories:**

VIC only

**Promotion Period:**

Starts: 9:01am AEDST 03/05/2020 Ends: 11:59pm AEDST 31/10/2020

**Entrants:**

Entry to the program is open to Victorian residents aged 13 years + (entrants under the age of 18 years must have parental consent) and who fulfil the entry requirements. Entrants who join a club as part of Club Rewards are automatically signed up to The Pancake Parlour's individual loyalty program, Lovely Rewards, and adhere to the terms and conditions set out for the Lovely Rewards program.

**Entry Restrictions:**

Members who join The Pancake Parlour's Club Rewards program must be aged 13 years + (entrants under the age of 18 years must have parental consent).

Members who register a club to the program must have an official affiliation with the club and will be asked to provide identification of the affiliation to the club (such as a membership card) at The Pancake Parlour's discretion.

***Club conditions of entry***

Clubs who are registered to the program must:

- Be located in the geographical area of Victoria

- Have an official registration and be affiliated to a state or national governing organisation
- Have a registered ABN number

Clubs and groups that are ineligible for the promotion include:

- Professional sporting clubs and organisations
- Schools and any school sport teams are excluded from the program, unless the school competes in an official competition outside of school sport governance
- Social sport teams (Example: The Wannabes indoor cricket team who play on a Tuesday night)
- Local, state and national associations
- Charities and fundraising organisations

The Pancake Parlour will have final rule on the qualification of the club to the program. Organisations that are ineligible can contact The Pancake Parlour via the 'contact' page on the website to discuss potential partnerships.

### **Promotion:**

Lovely Rewards members are able to earn one (1) point for their nominated club with every one (1) Australian dollar (AUD) spent at The Pancake Parlour during the promotion period. Once a club is registered and qualified by The Pancake Parlour, Rewards members can join their club via The Pancake Parlour Rewards app. Rewards members can nominate their club during the pre-registration period, however members are not able to earn points for their club until the promotion period commences. Individual member points (Silver Dollars) will be accrued as per normal Lovely Rewards terms and conditions.

Each club will be nominated a league to compete respective to their geographic location. Clubs will compete in their 'local restaurant league' for a prize of \$1,000 cash, which will be awarded to the club with the most points in that league at the end of the promotion period. The Pancake Parlour will determine the league placement of each club. Each club will be competing for an overall prize of \$5,000 cash, which will be awarded to the club with the most points overall at the end of the promotion.

Clubs will be able to earn milestone rewards and bonuses along the way, which are outlined in schedule 1.1. Rules around rewards and awarding of bonus points are outlined in schedule 1.2.

### **Location of Entry**

Clubs can express their interest via the Club Rewards website ([www.clubrewards.com.au](http://www.clubrewards.com.au)), or via the Club Rewards section in The Pancake Parlour's Rewards app. Once The Pancake Parlour approves the club's request based on the conditions outlined in the terms of entry, members of clubs are then able to join their club to their Lovely Rewards account.

Existing Lovely Rewards members can only join their club via The Pancake Parlour's Rewards app, which can be downloaded from the App Store or Google Play. Non-Lovely Rewards members are required to download the app and sign up an account.

### **Awarding of points**

Clubs will be awarded points for any purchase made in-restaurant by any registered member to that club. A registered member must use their own individual account barcode via the app to make a purchase. Purchases will update both member's individual and club accounts within 30 minutes. Any purchases made outside of the promotion period will not be attributed to the club's account.

***Members must have joined a club via The Pancake Parlour app before making a purchase in order to earn points.*** If a customer has not joined a club via The Pancake Parlour Rewards app and attempts to earn points by referencing the club at counter, the club's points will not be attributed and the club in question will be investigated, with possible suspension to the program.

### **Awarding of bonus points**

Clubs are able to be awarded bonus points when actions outlined by The Pancake Parlour are performed. Points allocation for each action is outlined in schedule 1.1

### **Location of offer redemption**

Club Rewards points can be accrued with any purchase at one of 12 Melbourne The Pancake Parlour restaurants. Bonus points can be earned as per schedule 1.1, which will be reviewed and applied by The Pancake Parlour.

### **Maximum Number of entries**

One qualified entry eligible per club. Only one club can be nominated on a member account at any one time. Members will have the ability to change their club throughout the promotion period. The member will only be able to earn points for the nominated club while the club is active on the member's account.

### **Offers during promotion period**

Major prizes on offering are outlined in Schedule 1.1.

Registered clubs can achieve rewards when certain points milestones are met. Rewards for each milestone is outlined in schedule 1.1.

Bonus points can be applied for and achieved based on certain actions. These actions are outlined in schedule 1.1.

### **Other offers during promotional period**

From time to time, The Pancake Parlour may conduct various reward offers, promotions and discount offers which will be open to members only. Members may receive personalised offers depending on what The Pancake Parlour think you will enjoy. For this reason one member's offer may be different to another. Terms and Conditions of these offers will be stated in the communication of each offer.

### **Terms of Entry**

1. These terms must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. Participation in the Promotion constitutes acceptance of these Terms of Entry. To the extent of any inconsistency between the Schedule and these terms, the Schedule prevails.

2. The Promotion will be conducted during the Promotion Period.

3. To enter the Promotion, entrants must follow the Entry Mechanic during the Promotion Period.

4. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.

5. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.

6. All entries and materials submitted to the Promoter in connection with this Promotion become the property of the Promoter and each entrant warrants that s/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants: a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.

7. The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.

8. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not

used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers. Once awarded, the Promoter shall not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

9. The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.

10. At the Promoter's request, participants must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.

11. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the

Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

12. If requested by the Promoter, any entrant (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Promotion and/or providing the prize prior to undertaking any specified activities forming part of the Promotion or prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Promoter reserves the right to determine a new winner in accordance with paragraph 12.

13. Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.

14. The Promoter may require the participant to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.

15. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

16. No prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any 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 supplied for that element of the prize. Prize Value is as specified on the Date at which Prize Value Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified for that prize in the Prize Details).

17. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated

agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures, epidemics, pandemics or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

19. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws in each Relevant State/Territory.

20. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

21. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies

corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can read the Promoter's Privacy Policy at <http://www.pancakeparlour.com/privacy-policy/>. Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting the Promoter at the address stated in the Schedule.

22. Unless the contrary intention appears, a reference in these terms or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.

23. Where the Promotion is administered on Facebook entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants of the Promotion release Facebook and its associated companies from all liability arising from the Promotion.

## Schedule 1.1 – Club Rewards points allocation

Table 1.1 – Club Rewards and prizes

Points required	Reward
<b><i>From March 1, 2019</i></b>	
Sign up 10 members to your club	\$1,200 Sponsorship pack - includes junior sports achiever awards, 2-for-1 vouchers or complimentary pancake vouchers and a hamper for fundraisers
Every 500 points	\$50 of vouchers to award volunteers and high performers
Every 2,500 points	A free flip up for up for 50 people
Most points in the league for promotion period	\$2,000 cash
Most points overall for promotion period	\$5,000 cash

Table 1.2 – How to earn bonus points

Action	Bonus points earned
<b><i>From promotion period commencement</i></b>	
Make a booking of 15+ during promotion period	150 points
Make a booking of 30+ during promotion period	300 points

## Schedule 1.2 – Rules – Rewards and prizes

### Major prizes

#### ***\$5,000 cash for overall winner***

At the end of the promotion period, The Pancake Parlour will determine the overall winner by identifying the club with the most amount of points accrued overall. The primary contact of the club will be contacted no earlier than November 15, 2021

The club with the most points will be awarded \$5,000 cash. Payment will be arranged by Lovely Pancakes Pty. Ltd not before October 15, 2020, and no later than December 31, 2021.



### ***\$2,000 cash for each league winner***

At the end of the promotion period, The Pancake Parlour will determine who has the most points for each league – North-west and South-east leagues. The primary contact of the club will be contacted no earlier than November 15, 2021.

The club with the most points will be awarded \$2,000 cash. Payment will be arranged by Lovely Pancakes Pty. Ltd not before November 15, 2021, and no later than December 31, 2021.

### **Milestone rewards**

#### ***\$1,200 Sponsorship Pack – sign up 10 or more members***

Each registered and approved club will be automatically eligible for The Pancake Parlour Sponsorship pack worth \$1,200 when ten (10) or more members have nominated the registered club to their account.

The Pancake Parlour Sponsorship Pack comprises of:

- i) Vouchers to be awarded to club members and volunteers
- ii) Sports achiever awards to use in the club's junior program
- iii) A hamper to be used at events and fundraisers

The Pancake Parlour will communicate directly to the primary contact of the club once the club has reached 10 members and qualifies for the reward.

Distribution of the Sponsorship pack may take up to 7 business days from the club's eligibility of the sponsorship pack, and will be required to be picked up by the primary contact from the club's nearest restaurant.

Terms and conditions of each offering is stated on the voucher.

#### ***Every 500 points - \$50 worth of vouchers***

At every 500 point increment, the club in question will receive five (5) \$10 complimentary vouchers to award high performers and club volunteers.

The vouchers will be coordinated by post to the postal address nominated by the primary contact of the club.

The value of the voucher will not be able to be exchanged for any other voucher of equal value.

Terms and conditions of the voucher's use is stated on the voucher.

#### ***Every 2,500 points – Complimentary flip up for up to 50 members at the club's local Pancake Parlour***

At every 2,500 points earned, the club will be awarded a complimentary meal for up to 50 people at the restaurant whose league they partake in to the value of \$700 i.e. if Balwyn Cricket Club has nominated Doncaster as their local restaurant, then the booking is to be held at The Pancake Parlour's Doncaster restaurant.

The meal includes one (1) complimentary Short Stack for each member in attendance. Gluten-free friendly and vegan options are available.

Any additional purchase will come at normal prices. No other offer or discount will be eligible for members who are allocated a complimentary Short Stack.

Each member who partakes in the booking will be required to show a form of identity of their club's affiliation, such as a membership card. The member does not have to be part of The Pancake Parlour's Lovely or Club Rewards program.

Clubs will need to make the booking at least 14 days in advance of the booking date. **The booking can be made between Monday and Thursday only.** The booking will need to be placed online via the online bookings form at [www.clubrewards.com.au](http://www.clubrewards.com.au), or via the Club Rewards section on The Pancake Parlour's Rewards app.

Number of members will need to be provided along with a list of attendees who qualify as members of the club.

Bonus points will be applied by The Pancake Parlour team once the booking and total spend is confirmed with the restaurant.

### **Applying points on a booking**

Clubs can assign the whole bill to their account by mentioning to the team member their:

- Club name, or:
- Club ID number (this will be sent to them on booking confirmation). This is the preferred method for larger bookings

It is the duty of the member to process any additional spend in-restaurant to attain the points for their individual and club accounts. *This can only be performed if the club does not process the bill under their account as a whole.*

There is an option to split the points amongst registered Rewards members in attendance. The primary contact must email [clubrewards@pancakeparlour.com](mailto:clubrewards@pancakeparlour.com) with the following details:

- a) Name of club
- b) Details of booking
  - a. Date and time
  - b. Total spend
- c) Member ID's of all attendees as part of the booking

The Pancake Parlour will *evenly* split the points amongst the nominated members.

## **Bonus points allocation**

### ***Bookings bonus***

Each booking that a club member makes at The Pancake Parlour is eligible for the following bonus points:

- a) 150 points bonus for a booking made by a member for 15 or more people
- b) 300 points bonus for a booking made by a member for 30 people or more

Each booking will required to be attended and confirmed before the bonus points are attributed by The Pancake Parlour team. It may take up to 48 hours post-booking for the points to be processed.

It is the duty of each member to process any spend in-restaurant to attain the points for their individual and club accounts.

If the club wishes to pay for the booking in full, there is an option to split the points amongst registered Rewards members in attendance. The primary contact must email [clubrewards@pancakeparlour.com](mailto:clubrewards@pancakeparlour.com) with the following details no later than 5 business days after the booking:

- a) Name of club
- b) Details of booking
  - a. Date and time
  - b. Total spend (receipt to be provided)
- c) Member ID's of all attendees as part of the booking

The Pancake Parlour will *evenly* split the points amongst the nominated members.