

Terms & Conditions – The Cheesecake Shop Mother's Day Cake Giveaway 2021

1. Information about how to enter and the prizes we are giving away forms part of the Terms and Conditions of this competition. By participating, you are accepting these Terms & Conditions.
2. This promoter is The Cheesecake Shop Pty Ltd (ABN: 54 059 134 431) - 2 Lisbon St, Fairfield East, NSW 2165, Australia
3. The competition commences at 10:00 A.E.S.T. on Monday 26th April 2021 and closes at 17:00 A.E.S.T. on Wednesday 5th May 2021.

PRIZE

4. The participating Cheesecake Shop will be giving away one Deluxe Black Forest Cake (valued at up to RRP AUD \$50.00) to one winner

WHO CAN ENTER

5. Entry is open to residents of the participating The Cheesecake Shop locations
6. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
7. Employees of The Cheesecake Shop and its related entities or other agencies and businesses associated with this competition (and any spouse, de-facto spouse, parent, guardian, child or sibling of those employees) are not eligible to enter this competition.

HOW TO ENTER

8. To enter, eligible entrants must, during the Promotional Period:

(i) Comment on their participating Cheesecake Shop local Facebook page for a chance to win

9. Multiple entries are not permitted.
10. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at www.facebook.com. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in

respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

HOW THE WINNER IS DETERMINED

11. The promoter will review all entries submitted during the Promotional Period, and judge winners based on creativity and ingenuity. The winners will be determined at the judge's discretion.
12. The promoter reserves the right to disqualify any entry which is inflammatory, defamatory or profane.

NOTIFICATION OF THE WINNER

13. The promoter will notify the winners by replying to the winning posts by the 17.00 A.E.S.T 8th May 2021.
14. Winner must collect the prize from their participating Local Cheesecake Shop.

CONSENT

15. By entering this competition, the winners consent to have their personal information published in the manner described above and agree to participate and co-operate as required in all promotional activities relating to the competition, including but not limited to being interviewed and photographed. The winners agree to granting the promoter a free, perpetual and non-exclusive license to use such footage and photographs in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.

GENERAL

16. The prize is not transferable, exchangeable or redeemable for cash or other prizes.
17. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing a promotional website 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.
19. 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, unauthorised access or third party interference; (c) any entry or 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) redemption/use of a prize.

PRIVACY NOTICE

20. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and as required, to United Kingdom regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at
21. <https://www.cheesecake.com.au/privacy-policy>
22. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.