

Australian Venue Co

Terms and Conditions

By participating in South Australia's Happiest Hour Promotion, you will be deemed to have accepted these terms and conditions, including any Schedules ("Terms and Conditions"), and agreed to be bound by them.

Schedule

Promotion name	South Australia's Happiest Hour
Promotion Description	Enjoy 50% off your bill with South Australia's Happiest Hour! Available exclusively through The Pass app, from 5-6 PM every day from August 7 - September 2, 2023 at Eligible Venues.
Promoter	Australian Venue Co Limited (ABN 14 607 666 348) Address: Level 3, 616 St Kilda Road, Melbourne 3000 Phone: 1800 836 837
Eligible Venues	All Australian Venue Co venues in South Australia* which can be found at https://www.ausvenueco.com.au/ * Excludes buffet menu at Brighton Metro Hotel * Discount available at West End Tavern through venue systems – not available via The Pass app.
Promotion Period	Every day from 5:00 PM – 6:00 PM(ACST), between Monday August 7 th 2023 and Saturday September 2 nd 2023.
Collection of information	The Promoter's privacy policy applies to the collection of your personal information: https://www.ausvenueco.com.au/privacy-policy/
Method of entry	To enter the Promotion, you must: <ol style="list-style-type: none"> 1. Download The Pass app and register a valid account with The Pass app. 2. Visit an Eligible Venue in person during the Promotion Period. 3. Between 5:00 PM and 6:00 PM, use The Pass app at the Eligible Venue to make a purchase of food and/or beverages. To receive the promotion the purchase must be made) via The Pass app.

1. The Promotion applies to all food and beverage ordered within the venue within the Promotion Period unless otherwise exempt by these Terms and Conditions.
2. The Promotion does not apply to shots of spirits or neat spirit beverages.
3. Drink responsibly. The Promoter reserves the right to place limits and restrictions on the sale of alcoholic beverages at the Promoter's discretion (for example, no double parking, or product exclusions may apply).
4. The Promotion is available for dine-in or take away at the time of purchase only, not applicable for private events.
5. The Promotion is not available for set menus or buffets.
6. The Promotion does not apply to food and beverages ordered during the Promotion Period via any online delivery service platform (e.g., Uber Eats).
7. Not available in conjunction with any other offer, promotional, discount or reward.
8. The Promotion may vary as dependant on each Eligible Venue's own terms and conditions, including limits on orders.

9. Eligible orders must be placed, payment made, and order accepted by the Promoter strictly between 5:00 PM and 6:00 PM (ACST). The Promotion is valid only during the specified time window, and any attempts to redeem it outside of these times will be deemed invalid. Orders received by the Promoter outside the designated Promotion window (before 5:00 PM or after 6:00 PM) for any reason, will not be considered valid for the Promotion.
10. The Promotion is not available in conjunction with any other offers or promotions. No further discounts apply.
11. A public holiday surcharge may apply at some Eligible Venues.
12. The Promotion is not negotiable, transferable or redeemable for cash. There is no cash or credit alternative to the Promotion discount.
13. The Promoter reserves the right, at any time, to request verification of the name, age, payment details and email address you provide. The Promoter reserves the right to seek verification of eligibility to enter and receive the Promotion under these Terms and Conditions. The Promoter reserves the right to refuse to give you the Promotion if you provide false, incomplete or inaccurate information reasonably requested by the Promoter or to disqualify anyone from the Promotion that is not acting in accordance with these Terms and Conditions.
14. Any information you provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information requested by the Promoter is not provided, you may not participate in the Promotion. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. You can request access, update or correct the personal information the Promoter holds about them by contacting the Promoter at the address stated above.
15. The Promoter encourages and practices the responsible service of alcohol at all times. In addition, the Promoter takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
16. The Promoter has created and maintains a Promotion Management Plan.
17. If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, subject to State and Territory law. In the event where the Promoter is unable to provide the Promotion, in whole or in part due to coronavirus (COVID-19) related restrictions or associated health and safety risks, the Promoter will have no liability for any failure to provide the Promotion.
18. The Promoter reserves the right from time to time to vary its menu items and menu prices for its food and beverages as may be deemed necessary in its discretion.
19. The Promotion discount cannot be retrospectively applied to an existing or previous order.
20. Refunds or order replacements are made entirely at our discretion, subject to State and Territory legislation. You are not entitled to a refund if you change your mind or if due to your own personal circumstances which are beyond our control.
21. Any cost associated with accessing The Pass app is your responsibility and is dependent on the internet service provider used.
22. At the Promoter's reasonable request, you must participate in all reasonable promotional activity (such as photographs and publicity) surrounding the Promotion, free of charge. You agree to grant the Promoter a perpetual and non-exclusive licence to use such footage, photographs and publicity in all media worldwide, including online social networking sites, free of charge.
23. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the Promotion, subject to State and Territory legislation.
24. The Promotion and these Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
25. Subject to statutory restrictions, the Promoter may amend these Terms and Conditions at its sole discretion.
26. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
27. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the rest of the provisions in these Terms and Conditions, which will continue in full force and effect.

28. No provision of these Terms and Conditions will be taken to be waived except by written notice signed by the Promoter.
29. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release and the Promoter excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of a person participating in the Promotion.