

Australian Venue Co

Terms and Conditions

By participating in Melbourne'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	Melbourne's Happiest Hour
Promotion Description	Everyday celebrations are easy with Melbourne's Happiest Hour. Get 50% off your total food & beverage bill from 5-6m, every day in January! Order via the Promoter's mobile application to redeem.
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 Victoria excluding Rivers Edge, The Park, The Exchange Beach Club. Venues can be found at https://www.ausvenueco.com.au/
Eligible Entrants	To be eligible to participate in this promotion you: <ul style="list-style-type: none"> • must be 18 years of age or over • must not have a current banning/exclusion in place.
Promotion Period	Every day, for a month (1 January 2021 to 31 January 2021) between 5:00pm - 6:00pm.
Collection of information	The Promoter's privacy policy applies to the collection of your personal information: https://www.ausvenueco.com.au/privacy-policy/

1. The Promotion applies to all food and beverage ordered within the bistro, bar, beer garden or rooftop of 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. The Promotion is not available for set menus or in the dining room and restaurant.
4. All beverages must be physically ordered at the Eligible Venue and then wholly consumed at the Eligible Venue. Beverages cannot be removed from the premises or otherwise ordered as takeaway. The Promotion does not apply to beverages ordered online or via any app.
5. The Promotion does not apply to food and beverages ordered during the Promotion Period via any online delivery service platform (e.g. Uber Eats).
6. The Promotion does not apply to special events or private functions.
7. The Promotion may vary as dependant on each Eligible Venue's own terms and conditions, including limits on orders.
8. To participate in the Promotion, orders must be placed between 5:00pm - 6:00pm. For the avoidance of doubt, the Promotion cannot be redeemed outside these times, orders placed outside the window, regardless of when the order is physically received, will not receive the Promotion.
9. Customers will be required to download the Australian Venue Co app and pay for their food and beverages through the app in order to receive the discount.
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.
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 refuse to give you the Promotion if you provide false, incomplete or inaccurate information reasonably requested by the Promoter.
14. Any information you provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information reasonably 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. Refunds or order replacements are made entirely at our discretion. 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.
19. 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.
20. 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.
21. The Promotion and these Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
22. Subject to statutory restrictions, the Promoter may amend these Terms and Conditions at its sole discretion.
23. 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.
24. No provision of these Terms and Conditions will be taken to be waived except by written notice signed by the Promoter.
25. 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').
26. 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.