

Sushi Hiro marketing Campaigns Terms & Conditions

- **1. Eligibility:** Sushi Hiro Marketing Campaigns are open only to Sushi Hiro members. The Campaigns are only open to legal residents of Australia and is void where prohibited by law.
- **2.** Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sushi Hiro as final and binding as it relates to the content of these Campaigns.
- **3. Campaign Period:** Campaign period information will be based on the Sushi Hiro official advertising channels information.
- **4. How to Enter:** Sushi Hiro members who have meals in Sushi Hiro store between related campaigns period will auto join. The membership number and the order number will be the keys to identify the winners.
- **5. Prizes:** The Winner of the Campaign (the "Winner") will receive Sushi Hiro gift. The specifics of the prize shall be solely determined by Sushi Hiro. No cash or other prize substitution shall be permitted. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Sushi Hiro to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- **6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Winner will be selected by random draw under the supervision of Sushi Hiro. Winner will be notified by phone or email within five (5) days following selection of Winner. Sushi Hiro shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize before the end of one week after being notified, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in these Campaigns is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Sushi Hiro's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THESE CAMPAIGNS, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- **8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Sushi Hiro, anyone acting on behalf of Sushi Hiro, and Sushi Hiro's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this

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contest you acknowledge that you will henceforth be subscribed to the Sushi Hiro weekly newsletter so we can keep you informed on the progress of this contest, send you news about other contests as well as interesting articles on boating, fishing, caravanning and off-roading.

- **9. Terms & Conditions:** Sushi Hiro reserves the right, in its sole discretion, to cancel, terminate, modify or suspend these Campaigns should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sushi Hiro's control corrupt or affect the administration, security, fairness, or proper conduct of these Campaigns. In such case, Sushi Hiro may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sushi Hiro. Sushi Hiro reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of these Campaigns or website or violates these Terms & Conditions. Sushi Hiro has the right, in its sole discretion, to maintain the integrity of these Campaigns, to void votes for any reason, including, but not limited to: more than 5 entries from the same user and the same days; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of these Campaigns may be a violation of criminal and civil laws. Should such attempt be made, Sushi Hiro reserves the right to seek damages to the fullest extent permitted by law.
- 10. Limitation of Liability: By entering, You agree to release and hold harmless Sushi Hiro and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in these Campaigns and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- **11. Disputes:** Sushi Hiro Marketing Campaigns are GOVERNED BY THE LAWS OF Australia, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in Sushi Hiro marketing Campaigns, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with Campaigns, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Australian having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering Campaigns). Participant further waives all rights to have damages multiplied or increased.

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