DANIEL'S DONUTS

'Daniel's 10th Birthday – Party Pack Giveaway' – Terms and Conditions of Entry

1. Promoter and Promotion

1.1 The promoter of this competition is Daniel's Donuts Retail Pty Ltd (ABN 15 655 095 471) of Level 1, 28 Cubitt Street, Cremorne, Victoria 3121 (***Promoter***).

1.2 This competition is the "Daniel's 10th Birthday – Party Pack Giveaway" (***Promotion***).

1.3 Information on how to enter and the prizes form part of these terms and conditions (***Terms***). By entering, entrants accept and agree to be bound by these Terms.

1.4 This is a game of skill. Chance plays no part in determining the winners.

1.5 The Promoter is the sole promoter of the Promotion. 7-Eleven Stores Pty Ltd (7-Eleven) is the retailer through which the Eligible Purchase is made and the issuer of the gift card used to deliver the prize, but is not a promoter, sponsor or endorser of the Promotion and has no responsibility for its conduct.

2. Eligibility

2.1 Entry is open to natural persons who, at the time of entry, are:

(a) aged 18 years or over; and

(b) residents of Victoria, New South Wales, Queensland or Western Australia.

2.2 The following persons are not eligible to enter: directors, officers, employees, contractors and immediate family members of the Promoter; franchisees and store staff of any Daniel's Donuts store or participating 7-Eleven store; the judging panel; and any agency or supplier associated with the Promotion. Immediate family means any of a spouse, ex-spouse, de facto partner, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

2.3 Entrants under the age of 18 years are not eligible to enter and will be disqualified.

3. Promotion Period

3.1 The Promotion opens at 12:01am (Melbourne time) on Wednesday 30 September 2026 and closes at 11:59pm (Melbourne time) on Tuesday 27 October 2026 (***Promotion Period***).

3.2 Entries received outside the Promotion Period are invalid and will not be considered.

3.3 The Promoter's computer records will be the official time-keeping device for entries received.

4. How to Enter

4.1 To enter, an eligible person must, during the Promotion Period:

(a) purchase a Daniel's Donuts 10th Birthday Party Pack at a participating 7-Eleven store located in Victoria, New South Wales, Queensland or Western Australia (***Eligible Purchase***);

(b) scan the QR code displayed on point-of-sale signage at the participating store (or visit the campaign landing page at www.danielsdonuts.com.au/10th-birthday-giveaway);

(c) complete the online entry form on the campaign landing page, providing the entrant's first name, last name and email address; and

(d) submit an original written response of 25 words or less to the prompt question ***"What's your favourite 10th birthday party treat, and why?" (Entry).***

4.2 An Eligible Purchase is required to enter. There is no free or no-purchase method of entry.

4.3 Entrants must retain proof of their Eligible Purchase (such as the original till receipt, bank or card statement excerpt, or other evidence acceptable to the Promoter showing purchase of an eligible product on the relevant date) and may be required to produce that proof at the validation stage. Failure to produce satisfactory proof of purchase on request may, at the Promoter's discretion, result in disqualification.

4.4 Only one (1) Entry is permitted per person and per email address. Where the Promoter reasonably suspects that an entrant has submitted multiple Entries, used multiple email addresses, or otherwise attempted to circumvent this limit, the Promoter may disqualify all of that entrant's Entries.

4.5 Entries must:

(a) be the entrant's own original work, created solely by the entrant for the purpose of the Promotion;

(b) not infringe the intellectual property, privacy, moral or other rights of any third party;

(c) not be defamatory, offensive, obscene, discriminatory, threatening, unlawful or otherwise inappropriate; and

(d) not contain references to, images of, or content concerning any identifiable third party without that person's consent.

4.6 The Promoter may, in its absolute discretion, disqualify any Entry that does not comply with these Terms, is incomplete, illegible, late, or that the Promoter reasonably considers contravenes the requirements above.

4.7 Entries are deemed to be received only when actually received by the Promoter's entry system. The Promoter accepts no responsibility for late, lost, delayed, incomplete or misdirected Entries, or for any technical malfunction, network outage or other failure of any kind affecting the entry process.

5. Judging

5.1 Judging will take place at the Promoter's office, Level 1, 28 Cubitt Street, Cremorne, Victoria 3121, between Wednesday 28 October 2026 and Friday 30 October 2026.

5.2 All Entries received during the Promotion Period will be judged by a panel of three (3) judges drawn from the Promoter's marketing and operations teams (***Judging Panel***).

5.3 Entries will be judged on the basis of the merit of the written response, against the following weighted criteria:

(a) creativity – 50%;

(b) humour – 25%; and

(c) relevance to the prompt question – 25%.

5.4 The Judging Panel will award the prize to each of the ten (10) Entries that, in the Panel's absolute discretion, score most highly against the criteria set out above.

5.5 In the event of a tie between Entries for any prize, the Judging Panel will determine the winner by selecting, in its absolute discretion, the Entry it considers most original. This tie-breaker is itself a skill-based determination; chance plays no part.

5.6 The Promoter's and the Judging Panel's decisions are final and no correspondence will be entered into.

6. Prizes

6.1 There are 10 prizes available, with a total prize pool of AUD $10,000.00 (inclusive of GST), as set out below:

Tier	Prize description	Qty	RRP per prize (AUD, inc. GST)	Tier total (AUD)
$1,000 Gift Card	A single 7-Eleven gift card to the value of $1,000.00. The gift card is not redeemable for cash.	10	$1,000.00	$10,000.00
Total	10 prizes in aggregate	**10**		**$10,000.00**

6.2 All values stated are in Australian dollars and are inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize.

6.3 Prizes (or any unused portion of a prize) are not transferable, exchangeable or redeemable for cash.

6.4 If, for any reason beyond the Promoter's reasonable control, a prize or any element of a prize becomes unavailable, the Promoter reserves the right to substitute the prize (or element) for another item of equal or greater value, subject to any directions of a relevant regulatory authority.

6.5 Each prize will be issued as a single 7-Eleven gift card to the value of $1,000.00, delivered by email in digital form to the email address provided by the winner at entry.

6.6 The 7-Eleven gift card issued as a prize:

(a) is subject to the validity period, expiry terms and conditions of use published by 7-Eleven from time to time;

(b) is redeemable across one or more transactions until the balance is exhausted, in accordance with 7-Eleven's standard gift card terms;

(c) is redeemable in-store at any participating 7-Eleven store in Australia;

(d) is not redeemable for cash and any unused balance is non-refundable; and

(e) will not be replaced if lost, stolen, destroyed or used without the winner's authority.

6.7 The use of the 7-Eleven gift card is subject to 7-Eleven's own terms and conditions of use, available at 7-Eleven's website. The Promoter is not responsible for the conduct of 7-Eleven as issuer of the gift card.

6.8 The Promoter is not responsible for any tax implications arising from the receipt of a prize. Independent financial advice should be sought.

7. Notification of Winners

7.1 Winners will be notified by email to the email address provided at entry by no later than Wednesday 4 November 2026. Winners may, in addition, be contacted by telephone where contact details have been provided.

7.2 The Promoter will make up to three (3) reasonable attempts to contact each winner within fourteen (14) days of the judging.

7.3 If a winner cannot be contacted, fails to respond, is found to be ineligible, fails to provide satisfactory proof of purchase on request, or otherwise does not comply with these Terms, that winner forfeits the prize, and the Promoter may, in its absolute discretion, award the prize to the next highest-ranked eligible Entry as determined by the Judging Panel. Any such re-award will be conducted as a continuation of the original skill-based judging and not by way of redraw.

7.4 A winner has 28 days from the date of the Promoter's first notification to claim the prize. Any prize not claimed within that period is forfeited, and the preceding clause applies.

The Promoter may publish the first name and State of residence of each winner on the Promoter's website at www.danielsdonuts.com.au/birthdaybonanza and via the Promoter's social media channels. Entrants consent to this publication as a condition of entry.

8. Use of Entries and Publicity

8.1 Each entrant grants to the Promoter a perpetual, irrevocable, worldwide, royalty-free, non-exclusive and sub-licensable licence to use, reproduce, edit, adapt, communicate, publish and otherwise exploit the entrant's Entry (in whole or in part) for any purpose connected with the Promotion or the Promoter's broader marketing and promotional activities, in any media now known or later developed, without further compensation to the entrant.

8.2 Each entrant warrants that their Entry is the entrant's own original work, has not been copied (in whole or in part) from any third party, and does not infringe the intellectual property, moral, privacy, publicity or other rights of any person.

8.3 Where reasonably requested by the Promoter, winners may be invited (but are not required) to participate in further publicity activities relating to the Promotion. Participation in any such further publicity activity is at the winner's discretion and is not a condition of receiving the prize.

8.4 By entering, each entrant consents to the use by the Promoter and the Promoter's agents, contractors, service providers and media partners of the entrant's name, image, likeness, username and Entry for publicity, editorial and promotional purposes in connection with the Promotion in any media for the duration of the licence granted under this clause, without further compensation.

9. Privacy

9.1 The Promoter collects personal information from entrants (being first name, last name and email address, together with the content of the Entry and, where relevant, proof of purchase and prize delivery details) for the purposes of conducting the Promotion, including verifying eligibility, judging Entries, notifying winners, delivering prizes and complying with legal obligations.

9.2 The Promoter may disclose entrants' personal information to its related bodies corporate, prize suppliers, postal and delivery providers, agencies engaged in connection with the Promotion, IT and platform providers (including the providers of the Promoter's customer database and landing page hosting) and regulators where required by law.

9.3 The Promoter may also use personal information from entrants for any purpose disclosed in the Promoter's Privacy Policy, available at www.danielsdonuts.com.au/privacy (***Privacy Policy***). If an entrant has separately and expressly opted-in at the time of entry to receive marketing communications, the Promoter may use the entrant's contact details to send marketing communications about the Promoter's products and services. Marketing consent is not a condition of entry. An entrant may withdraw marketing consent at any time using the unsubscribe mechanism in any marketing email.

9.4 Entrants' personal information will be handled in accordance with the Promoter's Privacy Policy and the Australian Privacy Principles under the Privacy Act 1988 (Cth). The Privacy Policy contains information about how an entrant may access or seek correction of their personal information, how they may make a privacy complaint and how the Promoter will deal with such a complaint.

10. Liability

10.1 Nothing in these Terms excludes, restricts or modifies any consumer right or guarantee that an entrant has under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted or modified by agreement.

10.2 Subject to the preceding clause, the Promoter (including its directors, officers, employees and agents) is not liable for any loss, damage, cost or expense (including indirect, special or consequential loss) suffered or incurred by any entrant or any other person in connection with the Promotion or any prize, including loss arising from:

(a) any technical malfunction, failure or unavailability of the entry system, network, hardware or software;

(b) any late, lost, delayed, incomplete or misdirected Entry;

(c) any error in the printing, advertising or administration of the Promotion;

(d) any act or omission of a third-party prize supplier; or

(e) the acceptance, use, possession or enjoyment of any prize, except to the extent caused by the Promoter's negligent act or omission.

10.3 Each winner accepts a prize at the winner's own risk and indemnifies the Promoter against any claim, loss, damage or expense in connection with the winner's use or enjoyment of the prize, except to the extent any such claim is caused by the Promoter's negligent act or omission.

11. General

11.1 If, for any reason, the Promotion is not capable of running as planned due to causes beyond the Promoter's reasonable control (including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause), the Promoter reserves the right (subject to any directions given by a relevant regulatory authority) to disqualify any entrant or to modify, suspend, terminate or cancel the Promotion.

11.2 The Promoter may disqualify any entrant who, in the Promoter's reasonable opinion, has tampered with the entry process, breached these Terms, or engaged in unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.

11.3 These Terms are governed by the laws of Victoria, Australia. Each entrant submits to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

11.4 In these Terms, the singular includes the plural and vice versa, headings are for convenience only and do not affect interpretation, and a reference to a time or date is a reference to the time or date in Melbourne, Victoria.

11.5 If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.

11.6 Any question or complaint regarding the Promotion should be directed to the Promoter at info@danielsdonuts.com.au, marked "Daniel's 10th Birthday Giveaway".