

Terms & Conditions

1. By participating in the Optus Dining program, Eligible Customers accept these Optus Dining Terms and Conditions. These Optus Dining Terms and Conditions apply in addition to the Optus Perks Terms and Conditions, available at <https://www.optusperks.com.au/terms-and-conditions>, as amended from time to time. In the event of any inconsistencies, these Optus Dining Terms and Conditions prevail.
2. Optus Dining is administered by Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 and Naked Bookings Pty Ltd ABN 75 169 881 430 on behalf of Optus Administration Pty Ltd ABN 79 055 136 804 of 1 Lyonpark Road, Macquarie Park, NSW, 2113, Australia (Optus).
3. The Optus Dining program is part of the Optus Perks rewards program that allows selected eligible Optus customers (Eligible Customer) to participate and redeem Optus Dining offers. Eligible Customer has the meaning given to it in clause 5.
4. The Optus Dining offer is a complimentary starter (either an entrée off the existing menu, a small plate off the existing menu or a chef's special, the choice of which is at the discretion of the participating Optus Dining restaurant) for up to four (4) people when each diner purchases a main meal, or if the restaurant does not offer a main meal, spends a minimum of \$50 including drinks and GST.
5. An Eligible Customer that can participate in the Optus Dining program and redeem an Optus Dining offer is someone who has:
 - (a) received an invite from Optus via SMS/MMS, email, letter, telemarketing, or any other channel offering Optus Dining with instructions to claim an Optus Dining offer; or
 - (b) been presented with Optus Dining in My Optus App or on the Perks homepage when they are logged into the Optus Perks website.
6. Optus Dining will only be visible to Eligible Customers, as determined by Optus. Eligible Customers will have a limited time to participate in Optus Dining and redeem

the offer. The Optus Perks website will inform Eligible Customers how long they can participate in Optus Dining.

7. Bookings

(a) From the Optus Perks website <https://www.optusperks.com.au/>, click on Optus Dining then follow prompts to browse participating Optus Dining restaurants, and submit a booking request for up to four (4) people at that restaurant. The Optus Dining restaurant's offer will include a complimentary starter (either an entrée off the existing menu, a small plate off the existing menu or a chef's special, the choice of which is at the discretion of the participating Optus Dining restaurant) when each diner orders and purchases a main meal.

(i) Diners still qualify for the complimentary starter offer even if the cost of each or any main meal is less than \$50.

(ii) If any diner(s) does not order and purchase a main meal and the combined spend for all diners is less than \$50 per person including drinks & GST, the restaurant reserves the right to charge for the cost of the starters (i.e. they will no longer be complimentary).

(b) A main meal is deemed to be a featured substantial or primary meal/dish offering per person. For restaurants that do not offer main meals, e.g. restaurants who provide only small plates, tapas, yum cha, pizza or any other variation of a sharing menu, this means that to qualify for the complimentary starter offer each diner must spend a minimum of \$50 including drinks & GST.

(c) From time to time, individual restaurants may provide supplementary offers in addition to the Optus Dining complimentary starter offer. This will be visible under the Your Offer section on the website when a booking is submitted, and is optional. Only one offer can be selected per booking.

(d) All bookings for participating Optus Dining restaurants are "Booking Requests" as opposed to "Instant Bookings". This means, when a booking request is submitted, a table reservation is not confirmed until the restaurant responds with a "Booking Confirmation".

(e) The booking request will be accepted or declined by the participating Optus Dining restaurant, based on availability. This will usually be within 24-48 hours, but is dependent upon the restaurant. The Eligible Customer will be notified either by email, SMS or both, as per their chosen communication preference at the time of booking.

Eligible Customers should check their junk mail folder if they haven't received a notification within this period.

(i) If accepted, the Eligible Customer will be sent an email and/or SMS confirming the booking details, including confirmation of the Optus Dining complimentary starter offer.

(ii) If declined, the Eligible Customer will be sent an email and/or SMS advising that the participating Optus Dining restaurant is unable to accept the booking request. This means the Eligible Customer does not have a confirmed booking. If the Eligible Customer wishes to dine at an alternative participating Optus Dining restaurant or at a different time, the Eligible Customer will need to submit a new booking request with the restaurant for an alternative time or date, or submit a new booking with a different participating Optus Dining restaurant, through the process described beginning with (a) above.

(f) A booking reminder will be sent to the email address and/or mobile number provided for the booking as per the Eligible Customer's communications preference selected when the booking was submitted. For emails this is approximately 48 hours prior to the booking and for SMS approximately 24 hours prior to the booking.

(g) If an Eligible Customer wishes to cancel a confirmed booking, they should click on the Manage Booking link in the confirmation and/or reminder email and/or SMS sent to them, view the individual booking, then click on the Cancel Booking button. The Eligible Customer will receive a confirmation that the booking has been cancelled, and the restaurant will also be notified. The Eligible Customer may also choose to contact the restaurant directly and inform them. The restaurant's phone number will be included in the email and/or SMS reminder. Refer to 16 below regarding the cancellation process.

(h) The Eligible Customer must attend the participating Optus Dining restaurant in accordance with their reservation time and date and present their booking confirmation at the time of arrival. If the Eligible Customer arrives later than their reservation time, their booking may be refused if the restaurant no longer has any availability. The Eligible Customer and companion/s must order and pay for their relevant purchased meal/s, in order to receive the Optus Dining offer. The type of complimentary starter offer i.e. either an entrée off the existing menu, a small plate off the existing menu or a chef's special is set by the restaurant. Diners are not able to

choose which type of complimentary starter they receive when they dine at that restaurant.

8. Optus reserves the right to make any changes (whether material or otherwise) to the Optus Dining program benefits offered including changes to:
 - (a) continued availability of participating restaurants;
 - (b) type of 'complimentary' food or dish provided by a participating Optus Dining restaurant;
 - (c) customer eligibility requirements.
9. Optus may at any time, without advance notice, withdraw, limit, modify, cancel or increase the availability of any dining offer, or the price required to purchase any dining offer.
10. If an Eligible Customer or any of their companions have specific dietary requirements, the Eligible Customer must inform the restaurant of such dietary requirements upfront at the time of requesting the booking. This can be done by providing details in the website comments box prior to submitting the request. The restaurant may, in its absolute discretion, honour such dietary requirement requests, but is under no obligation to do so.
11. Optus Dining offers cannot be used in conjunction with any other offer or gift card including Good Food gift card and Gourmet Traveller gift card.
12. Whilst the participating Optus Dining restaurant will make every effort to provide the type of complimentary starter shown when the booking request was submitted, the restaurant reserves the right to change the type of complimentary starter offer between the time of booking and the date of dining. The Eligible Customer is still entitled to and will still receive one of the other complimentary starter types. This may be due to unforeseen circumstances, changes to seasonal availability of produce, or changes to the restaurant's menu. It is each Eligible Customer's responsibility to read and accept the offer terms and conditions before redeeming a particular offer.
13. The Optus Dining complimentary starter offer can be redeemed by an Eligible Customer up to four (4) times per week.

14. The Optus Dining complimentary starter offer is only valid for a single booking of up to four (4) people, and is not valid for multiple bookings by the same person at the same restaurant for the same time and date.

15. In some instances, the Eligible Customer may wish to make a restaurant booking for a larger group than four (4) people whereby up to four (4) diners receive the complimentary starter offer, and the additional diners do not. The Optus Dining complimentary starter offer is only available for a maximum of four (4) people per booking. Should additional diners be added to the same booking through direct contact via telephone with the participating Optus Dining restaurant, the additional diners will not receive the complimentary starter offer. The restaurant is not contractually obliged to accept any additional diners, and may rightfully refuse any such request at their own discretion.

16. By participating in the Optus Dining program, Eligible Customers understand and agree to the following process for cancelling and updating bookings:
 - (a) To change/update a confirmed booking i.e. the date/time or number of people, the Eligible Customer will need to cancel the existing booking, then submit a new booking request for the new time and date via the Optus Perks website beginning with 7 (a) above. The date and/or time of a confirmed booking cannot be updated directly.
 - (i) The Eligible Customer may wish to phone the restaurant to let them know that the booking is changing so that the restaurant is expecting the new booking request to come through.
 - (ii) If the Eligible Customer wishes to make a late change to the time/number of people for the booking, i.e. on the day of the reservation, it is recommended the Eligible Customer phones the restaurant to let them know and/or the Eligible Customer may follow the steps in 16 (a) above. The restaurant may or may not be able to accommodate the requested change, at their own discretion.
 - (b) An Eligible Customer cannot cancel a booking online via the Manage Booking or Cancel links in the email and/or SMS sent to the Eligible Customer if it is within the restaurant's minimum online cancellation period. All restaurants have a minimum online cancellation period, and this varies for each individual restaurant. E.g. some restaurants may allow an Eligible Customer to cancel a booking online 1 hour before the reservation time and date, others may only allow an Eligible Customer to cancel a booking online 24 hours before the reservation time and date.

(i) When an Eligible Customer views the booking within the online cancellation period, they will be prompted with a message advising that the booking can no longer be managed online, and the Cancel Booking button will be greyed out and no longer active.

(ii) If this happens, the Eligible Customer should phone the restaurant directly and advise them they wish to cancel the booking. The restaurant's phone number will be included in the email and/or SMS sent to the Eligible Customer.

(c) If an Eligible Customer wishes to cancel a booking request before it has been accepted or declined by the restaurant, they should click on the link provided in the email and/or SMS sent.

(d) Subject to 16 (b) above, if an Eligible Customer wishes to cancel a confirmed booking, they should click on the Manage Booking link in the confirmation and/or reminder email and/or SMS sent to them, view the individual booking, then click on the Cancel Booking button. The Eligible Customer will receive a confirmation that the booking has been cancelled, and the restaurant will also be notified.

(e) A participating Optus Dining restaurant may decline a booking request due to non-availability at the Eligible Customer's preferred time and date. This means the Eligible Customer does not have a confirmed booking with that participating Optus Dining restaurant. The Eligible Customer may elect to submit a new booking request with the same participating Optus Dining restaurant for a different time and date, or submit a new booking for their preferred time and date with a different participating Optus Dining restaurant.

17. Optus may at any time, at their discretion, review eligibility for participation in the Optus Dining program.
18. Optus Dining offers must be taken as and when offered or will be forfeited, and if forfeited, Optus will not be liable. Optus Dining offers are subject to any additional terms and conditions imposed by the relevant participating Optus Dining restaurant or Optus, including, as relevant:
 - (a) validity period/s and specified exclusion periods;
 - (b) menu item availability;
 - (c) the restaurant's booking and cancellation policy, including late arrival; and

(d) conditions of entry into the restaurant (including behaviour requirements and applicable dress codes). Diners are responsible for all other costs related to their restaurant reservation.

19. Personal information related to Eligible Customers and their companions participating in the Optus Dining program will be collected by Optus or by Optus' agents, contractors and/or Optus Dining administrators for the purpose of conducting and managing the Optus Dining program. Personal information may be disclosed to Optus' related companies, agents and contractors to assist in conducting the Optus Dining program, communicating with Eligible Customers/companions, storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia. By participating in the Optus Dining program, Eligible Customers are subject to and agree to the Privacy Policies of Optus Perks and its Optus Dining partners:

(a) Optus Perks Privacy Policy: <https://www.optus.com.au/about/legal#link/legal/1>

(b) Edge Loyalty's Privacy Policy: <https://www.edgepri.com/en/privacy-policy/>

(c) Nabooki's Privacy Policy: <https://www.nabooki.com/privacy-policy/>

20. Each Privacy Policy above includes information about:

(a) how to seek access to the personal information the relevant entity holds about Eligible Customers and seek correction of the information; and

(b) how to complain about a privacy breach and how the relevant entity will deal with such a complaint.

21. As part of their engagement in Optus Dining offers, Eligible Customers must not:

(a) engage in any conduct that may jeopardise the fair and proper conduct of the offer;

(b) act in a disruptive, annoying, threatening, abusive or harassing manner;

(c) do anything that may diminish the good name or reputation of Optus or any of its related entities or of the agencies or companies and/or restaurants associated with this offer;

(d) breach any law; or

(e) behave in a way that is otherwise inappropriate.

22. Optus is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
23. Optus' decisions in connection with all aspects of the Optus Dining offers are final.
24. Optus Dining offers cannot be transferred or exchanged nor redeemed for cash. If an offer is unavailable for any reason, Optus or the participating Optus Dining restaurant may provide another item of equal or higher value.
25. If an Optus Dining offer cannot run as planned for any reason beyond Optus' control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, Optus may end, change, suspend or cancel the Optus Dining offer.
26. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
27. To the extent permitted by law, Optus and its service providers do not accept any responsibility or liability to compensate Eligible Customers or companion/s, or accept any liability (including in negligence) for:
 - (a) any inability of an Eligible Customer to redeem their Optus Dining offer at the relevant restaurant, including any special dietary requirements which cannot be provided as part of the complimentary starter offer set by the restaurant;
 - (b) the quality and/or availability of the services offered by the relevant restaurant;
and
 - (c) any personal loss (including indirect, special or consequential loss or loss of profits) or injury, illness or death occurring at the restaurant or venue or otherwise arising in relation to this Optus Dining offer, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).