

Terms and Conditions

Important rules

- 1 - This website and associated platforms and media channels (together, the Service) are owned and operated by TokyoTaco Holdings Pty Ltd ABN 95 651 011 308 and our associated businesses.
- 2 - By using the Service, you accept these terms and conditions (terms). If you do not agree with these terms, you should not use the Service.
- 3 - We can change, suspend or stop the Service, or part of it, at any time.
- 4 - Other parts of this Service have specific terms and conditions, which apply in addition to these terms.
- 5 - You can only use this Service, or provide any personal information through the Service, if you are an Australian resident aged 14 years or over. If you are under 18, you need your parent or guardian's consent.

Contributions

If you contribute any material to the Service (Contribution), you promise that:

- your Contribution is your original creation;
- you have the right to make the Contribution;
- your Contribution is accurate and doesn't give a misleading impression;
- your Contribution doesn't infringe the rights of any third party, including privacy rights, intellectual property rights and contract rights;
- your Contribution isn't illegal, indecent, obscene, threatening, discriminatory, harassing, defamatory, offensive, objectionable, in support of terrorism, or disparaging to any person;
- your Contribution doesn't contain content that has been used in previous marketing for any third party and you won't submit your Contribution to any third party for any commercial purpose; and
- your Contribution doesn't contain any virus or malicious code

6 - If you publicly post materials on a social media platform TokyoTaco or our representatives may contact you and request your permission to use or share your material, and it will be treated like a Contribution under these terms.

7 - You agree that you can't make claims against us for use of any idea, product, design and/or concept similar or identical to any idea, product, design and/or concept in your contribution.

8 - If a law enforcement authority or court asks us to disclose your identity because of allegations of illegal or inappropriate contributions, we will fully co-operate with the request. If a third party asks us to remove your contribution, then it is our decision whether to do so, and we don't have any responsibility to you and don't have to tell you about it.

9 - You are fully liable for any harm caused to people or property, illegal conduct, or breach of other people's rights arising from your contributions. You must co-operate with us in any legal action relating to your contribution when we reasonably ask for your co-operation.

10 - Do not rely on the Contributions of others. They are not our views. We are not responsible for the content of Contributions even if they are defamatory, incorrect, illegal or offensive.

Use of the Service

11 - When you download, install, access and use the Service, this is at your own risk and cost.

12 - All material and logos on the Service remain our property.

13 - You must not use the Service for commercial purposes or for spam.



- 14 - You must not try to decompile, reverse engineer or disassemble the Service.
- 15 - You can only use the Service in Australia.
- 16 - Use your own judgement when using the Service and take care of your personal safety. In particular, never use the Service when driving.
- 17 - We are not responsible for the content of any other websites, social media platforms or applications linked on the Service. They may have their own terms and conditions.
- 18 - The Service may link to social media platforms and access information you have shared with those platforms, and/or contact you via those platforms or information (for example, sending an email directly to you to the email address you gave to the social media platform).

Privacy

- 19 - We collect, use and disclose your personal information in accordance with our privacy policy.
- 20 - Sometimes you might provide us with personal information through the Service, for example when you make a Contribution. We collect and use your personal information through the Service to allow you to use and interact with the Website, and to allow us to:

- contact you with information about the Service and TokyoTaco generally, including special offers, market research or marketing materials via any method;
- share your information with our Australian and overseas related entities and personnel and third parties, who may also contact you for promotional and similar purposes; and
- use and disclose your personal information for other reasonable related purposes.

21 - If you decide not to provide us with your personal information, that's ok, but this may restrict your ability to use some aspects of the Service.

22 - Keeping your personal information safe is important to us. Sometimes your information, and we have confidentiality and security requirements for processing and storage. However, security of communications cannot be guaranteed and to the extent permitted by law we are not liable for unauthorised access.

23 - Sometimes our Service will identify the location of your device so that your device can receive promotional material that relates to your location.

More important information

24 - If we believe you are using any automated software or other mechanical or electronic automated method to take advantage of any promotions, or breaking the rules in these terms, we can suspend or terminate your access to our Service.

25 - To the extent permitted by law, we don't make any promises about the Service. We don't promise there will be no errors, or that the Service will be free from harmful code.

26 - To the extent permitted by law, we have no liability for any loss or claim that you may have because of your use of the Service.

27 - Our Service comes with guarantees that cannot be excluded under the Australian Consumer Law. You have rights under the Australian Consumer Law for major and minor failures. In addition to other entitlements, for a major failure you may be entitled to a refund or compensation for the reduced value of goods or services. For a minor failure, we may choose to provide you with a replacement or refund for goods or services, or re-supply a service.

28 - To obtain compensation, you will need to provide documentary evidence of the loss or damage suffered, and documentary evidence that such loss or damage was a reasonably foreseeable consequence of our failure to comply with a consumer guarantee under the Australian Consumer Law.

29 - The type of remedy we will offer you may vary depending on how long it takes you to make a claim.

30 - We are committed to helping our customers make informed decisions about food and beverage choices.

31 - TokyoTaco may change any price, product, service or new item without notice. All promotional items are subject to availability. Prices may vary between restaurants.





Governing law & amendments

32 - These terms are governed by the laws of New South Wales, Australia and you consent to the jurisdiction of the courts having jurisdiction in that State and courts of appeal from them.

33 - We may amend these terms, so you should check them from time to time. If you keep using the Service, that means you have accepted the changes.

Employment

TokyoTaco is an equal opportunity employer committed to a diverse workforce. To be considered for a posted job opportunity, you must submit an application. Applications are active for 30 days, after which you must reapply.

Trademark information

Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of TokyoTaco or its licensors. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. © 2021 TokyoTaco. All rights reserved.



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