

ED South Coast On Pack Promotion Terms and Conditions

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| Promoter | CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006. |
| Who can enter? | Only Australian residents who are aged 18 or over. |
| Who can't enter? | Directors, officers, management and employees (and their immediate families) of: <ul style="list-style-type: none"> • the Promoter; and • the agencies, companies or participating premises associated with this competition. |
| Competition Period | 12.01am (AEST) on 19/09/2023 to 11.59pm (AEDT) on 31/12/2023. |
| Where will the competition run? | The competition will run in participating Dan Murphy's and BWS liquor outlets (including online and at www.jimmybrings.com.au) which are stocking specially marked products (Outlets) in Australia. |
| Website | southcoastpale.com.au |
| Qualifying Purchase | A specially marked 4 pack of Pirate Life South Coast Pale Ale from an Outlet. |
| Entry instructions | To enter, you must: <ol style="list-style-type: none"> a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and b) locate the promotional sticker on the Qualifying Purchase product and peel to reveal the unique code; and c) then during the Competition Period, visit the Website and fill out and submit the online entry form, including providing the unique code from the promotional sticker and uploading your receipt and providing all other requested information, to see on screen if you have provisionally won an instant win prize and to receive 1 entry into the major prize draw. <p>For the avoidance of doubt, if you purchase a 16 pack case of South Coast Pale Ale, you can receive a maximum of 4 entries with that 16pk case (i.e. 1 entry per 4pk in the case).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p> |
| How are instant win prize/s awarded? | There are up to 9,500 instant win prizes which will be awarded based on pre-determined winning codes during the Competition Period selected by a computerised random system at Because Creative Experiences, 100 Harris Street, Pyrmont, NSW, 2009. |
| How many major winners will there be and how will they be chosen? | There will be 1 major winner determined in respect of this competition. There will be 1 major draw conducted. The major draw will be held at 12pm (AEST) on 16/01/2024 at Gadens, Level 13, 447 Collins Street, Melbourne VIC 3000. The first valid entry drawn randomly from the entries received during the Competition Period (including any instant win prize winning entries) will win the major prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants). |
| What can I win? | There are up to 9,501 prizes available – up to 9,500 instant win prizes and 1 major prize. Minor prizes Each minor prize is a \$20 Pirate Life merchandise e-Voucher and can be used online at https://shop.piratelife.com.au . The e-Voucher can only be used to purchase merchandise, and cannot be used to purchase alcohol. The e-Vouchers are single use only and any unused funds will be lost. e-Vouchers must be redeemed in a single transaction on or before 30/09/2024 and cannot be used in conjunction with any other offer/promotion. There is no minimum spend to use the e-Voucher. The e-Vouchers are not stackable |

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| | <p>(which means only one e-Voucher can be used per transaction), and are not redeemable for freight/shipping/delivery costs. The e-Voucher code must be applied at check out.</p> <p>Major prize</p> <p>The major prize is a trip for you and 1 adult companion to Adelaide, South Australia, valued at up to \$9,000.</p> <p>See "Travel prize" section below for further prize details.</p> |
| Travel prize | <p>If you win the major prize, your prize will be a trip for you and 1 adult companion to Adelaide, South Australia which includes the following for you and your companion:</p> <ul style="list-style-type: none"> • return economy airfares (including airfare taxes) from your nearest Australian capital city to Adelaide, South Australia (valued up to \$1,500); • return economy airfares (including airline taxes) from Adelaide and Port Lincoln (valued up to \$500); • 1 night accommodation in a minimum 4 star hotel (as determined by the Promoter) in Adelaide (valued up to \$300); • 4 nights accommodation at Port Lincoln Luxury South Point Beach House (valued \$2,500); • 5 day car hire in Port Lincoln (valued up to \$600); • Pirate Life Brewery Tour experience (valued \$100) including food and beverages (valued \$200); • Pirate Life merchandise pack including an adult size hoodie, t-shirt and hat (valued at \$150 per pack, total \$300); • a Oyster Farm Tour and tasting experience (valued up to \$800) and a Shark diving (all day) experience (valued up to \$1,200); and • \$1,000 AUD gift card for the winner only (to go towards meals, fuel and other expenses on the trip). <p>Flights and transfers are not included if you live in South Australia, and if so, you and your companion must make your own way to and from the accommodation location in Adelaide at your own cost.</p> <p>The Travel prize must be booked and completed by 31/12/2024 and is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like. Booking is subject to availability at time of booking and the Promoter will use best endeavours to find a suitable alternative if a component of the prize isn't available.</p> <p>By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p> <p>The car hire awarded as part of the prize is subject to any conditions of the car hire provider. If you are the winner, you (or your companion) must be aged 25 years or over and must have a current Australian driver's licence. Otherwise, the car hire component of the prize will not be provided and you will instead receive travel allowance of the same value in its place.</p> |
| Total prize pool | <p>The instant win prize pool is up to \$190,000</p> <p>The major prize pool is up to \$9,000.</p> <p>The overall total prize pool is up to \$199,000.</p> |
| How many times can I enter? | <p>You can enter multiple times provided you only enter once per Qualifying Purchase and per unique code. Each entry must be submitted separately in accordance with these Terms and Conditions.</p> |
| How and when will the winner/s be informed? | <p>You will get a return online message acknowledging your entry and informing you if you have provisionally won an instant win prize. Once your entry is validated by Pirate Life you will receive an email with your prize. Allow up to 2 business days for validation.</p> <p>The major prize winner will be notified by phone and by email within two business days of determination and will have their name and state/territory/postcode of residence published on the Website on 22/01/2024 for a period of 28 days.</p> |

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| Proof of purchase | <p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • your original itemised purchase receipt(s) and • the promotional sticker(s) with the unique code. <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p> |
| Unclaimed prize/s | <p>There will be no unclaimed instant prizes. Upon verification, all instant prizes will be awarded to winners via email to the email address associated with their entry. It is an entrant's responsibility to ensure that they enter their email address correctly. If they fail to enter their email address correctly, the prize will be forfeited.</p> <p>Major prize claim date: 5pm (AEDT) on 16/02/2024.</p> <p>Unclaimed major prize determination: 12pm (AEDT) on 19/02/2024 at the same location as the original draw.</p> <p>If the major prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the major prize winner (or the major prize winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the major prize. Any winner in this draw will be informed by email within 5 business days of determination. and published on the Website on 22/02/2024.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 15/03/2024.</p> |
| Collection and use of your personal information | <p>If you are a winner, you and your companion (if applicable) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion's personal information directly or through its agents or contractors including Endeavour Group Limited (ABN 77 159 767 843) (Endeavour Group). The Promoter will use your/your companion's personal information to conduct and manage the competition. The Promoter may disclose your/your companion's personal information to its related companies, agents and contractors including Endeavour Group to assist in conducting this competition, communicating with you/your companion or storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition .</p> <p>The Promoter's Privacy Collection Notice (see https://www.asahi.com.au/privacy-collection-notice) and Privacy Policy (see www.asahi.com.au/privacy) includes information about:</p> <ol style="list-style-type: none"> how to seek access to the personal information the Promoter holds about you and seek correction of the information; and how to complain about a privacy breach and how the Promoter will deal with such a complaint. <p>If you have marked the "opt-in" box on the entry form relating to Endeavour Group collecting your personal information, you consent to the storage of your personal information on the Endeavour Group database and Endeavour Group may use this</p> |

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| | <p>information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging. The Endeavour Group Privacy Policy can be found at https://www.danmurphys.com.au/help/help-centre/articles/360000043536-Privacy-Policy (Dan Murphy's) and www.bws.com.au/help/privacy-policy (BWS).</p> <p>The Endeavour Group Collection Statement can be found here for Dan Murphy's www.danmurphys.com.au/help/help-centre/articles/360000505355-My-Dan-Murphy-s-Collection-Statement and here for BWS www.bws.com.au/help/collection-statement</p> |
| Responsible drinking | <p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol.</p> <p>See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> |
| Permit numbers | <p>Authorised under:</p> <p>ACT Permit No. TPxx/xxxxx</p> <p>SA Licence No. T23/xxxx</p> <p>NSW Authority No. TP/00044</p> |

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
 - a) validity period/s;
 - b) booking and availability of flights, accommodation and events;
 - c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
 - d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - e) travel dates and specified travel exclusion periods;
 - f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
 - g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and
 - h) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, or costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

7 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

8 You and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.

9 In order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.

10 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and/or your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

12 You must not:

- a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- e) breach any law; or
- f) behave in a way that is otherwise inappropriate.

13 You are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.

14 If you (or your companion/s), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw.

16 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.

17 Prize cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

18 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical

failure, government directives, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 19 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 20 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 21 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 22 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 23 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.