

BWS Cool Room December 25' Promotion Terms & Conditions ("Conditions of Entry")

Schedule								
Promotion:	BWS Cool Room December 25’ Promotion							
Promoter:	Endeavour Group Limited t/a BWS - Beer Wine Spirits ABN 77 159 767 843, 10 Shelley St, Sydney NSW 2000, Australia. Ph: 1300721920 For any enquiries regarding this Promotion, please contact the Promoter via bwsmarketing@edg.com.au							
Promotional Period:	Start time/date: 12:01am AEDT on 03/11/25 End time/date: 11:59pm AEDT on 26/11/25							
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over. Employees (and their Immediate Family Members) of the agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate Family Member" means any of the following: spouse, ex-spouse, de-facto spouse, 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.							
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, visit https://bws.com.au/win/cool-room-dec-25, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and post code), and select the tick box to consent to receipt of marketing from the Promoter.							
Entries permitted:	Limit one (1) entry permitted per person.							
Winner Determination:	<u>Draw:</u> <ul style="list-style-type: none">• The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEDT on 27/11/25 using computerised random selection.• The first two (2) valid entries drawn will be the winners of the prizes specified below.• The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.• If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.							
Total Prize Pool:	Up to AU\$4,000.00.							
<table><tr><th>Prize Description</th><th>Number of this prize</th><th>Value (per prize)</th></tr><tr><td>The prize is a trip to Sydney, NSW for the winner and one (1) friend (aged 18 years or over) which includes the following:</td><td>2</td><td>Up to AU\$2,000.00 depending on the winner’s exact point and date of departure.</td></tr></table>			Prize Description	Number of this prize	Value (per prize)	The prize is a trip to Sydney, NSW for the winner and one (1) friend (aged 18 years or over) which includes the following:	2	Up to AU\$2,000.00 depending on the winner’s exact point and date of departure.
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<ul style="list-style-type: none"> • return economy class flights from the winner's nearest capital city to Sydney, NSW (only provided if winner does not reside in greater Sydney, NSW*); • one (1) night twin share 3-star accommodation; and • two (2) x tickets to attend the BWS Cool Room Secret Sydney Party on 07/12/25. The exact location will be announced closer to the date. 		
Further Prize Details:	<p>Event conditions:</p> <p>This prize includes tickets to the BWS Cool Room Secret Sydney Party, taking place on 07/12/25. If the winner is unwilling or unable to attend this event, they forfeit the prize and the Promoter is not obliged to offer a substitute prize.</p> <p>The BWS Cool Room Secret Sydney Party tickets are subject to the organiser's terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or their companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <p>All costs associated with travel to and from the BWS Cool Room Secret Sydney Party will be the responsibility of the winner and their companion.</p> <p>Travel Prize Conditions:</p> <ul style="list-style-type: none"> • Travel must be taken on 07/12/25 and coincide with the BWS Cool Room Secret Sydney Party. The exact location of the event will be communicated to the winner when determined. If the winner is unavailable or unwilling to travel on the dates required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and their companion must depart from and return to the same departure point and travel together. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner may be required to present their credit card at check in. • *"Greater Sydney" will be determined by the Promoter based on the residential postcode provided at the time of entry. This determination will rely on a list of postcodes aligned to metropolitan Sydney boundaries, maintained by the Promoter solely for the purpose of assessing eligibility for the flight component of the prize. 	
Winner notification:	<p>The winners will be contacted in writing and published at https://go.plexus.co/hubfs/Terms/BWSCoolRoomDecember25.pdf by 28/11/25.</p>	

Unclaimed Prizes:	<p>Prize(s) must be claimed by 11:00 am AEDT on 03/12/25. In the event of any unclaimed prize(s), an unclaimed prize draw will take place at 1:00pm AEDT at the same place as the original draw on 03/12/25. The winner(s) of the unclaimed prize draw will be contacted in writing and published at https://go.plexus.co/hubfs/Terms/BWSCoolRoomDecember25.pdf by 04/12/25. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.</p> <p>If there are no prize winner(s) or winner(s) for this Promotion cannot be found, this information will be published at https://go.plexus.co/hubfs/Terms/BWSCoolRoomDecember25.pdf .</p>
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Where applicable, entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. All reasonable attempts will be made to contact each winner.
5. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
6. The value of the prizes is accurate and based upon the recommended retail value of the prizes where applicable (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
8. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
9. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
10. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
11. Entrants' personal information will be collected by the Promoter directly or through the Promoter's agents or contractors. Personal information will be stored on the Promoter's database. By entering, entrants consent to the Promoter using this information for future marketing purposes regarding its products, including contacting entrants electronically. The Promoter collects personal information about entrants to run this Promotion and may disclose entrants' personal information to its related entities and to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. This may include disclosures to organisations outside Australia including in places as the Philippines. The Promoter may also disclose entrants' personal information to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's Privacy Policy (see <https://www.endeavourgroup.com.au/privacy-policy>) includes information about: (a) how an entrant can seek access to the personal information the Promoter holds about them and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

12. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in its absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
14. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). If a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
21. Unless otherwise specified, a prize is a single event for the winner (and where relevant their companion) and cannot be separated into individual events or components.
22. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: ACT Permit No. TP 25/02536