

Peroni Australian Open 2023/2024 Promotion (EG)

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Competition Period	12.01am (AEDT) on 27/11/2023 to 11.59pm (AEDT) on 23/02/2024.
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: (a) the Promoter; and (b) the agencies, companies or participating premises/Outlets associated with this competition.
Where will the competition run?	The competition will run in participating Dan Murphy's and BWS outlets (including online and at www.jimmybrings.com.au) which are stocking specially marked products (Outlets) in Australia.
Website	www.courtcoast.com.au
Qualifying Purchase	A specially marked case of Peroni Nastro Azzurro (5% 24x330mL bottles) from an Outlet.
Entry instructions	To enter, you must: (a) make a Qualifying Purchase from an Outlet; (b) locate the unique code inside the Qualifying Purchase product; (c) then during the Competition Period, visit the Website directly or scan the QR code on the specially marked pack with your smartphone to get to the Website, locate the entry page and fill out and submit the online entry form, including by providing the unique code, selecting your preferred major prize (either a 'Court' or 'Coast' experience), and providing all other requested information to enter the draw. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many major prize winners will there be and how will they be chosen?	There will be 3 winners determined in respect of this competition. There will be 1 draw conducted. The draw will take place at 12pm (AEDT) on 28/02/2024 at iGoDirect Pty Ltd, 41 Stubbs Street, Kensington VIC 3031 (iGo). The first three valid entries drawn randomly from the entries received during the Competition Period will each win a 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 3 prizes available . Each prize is your choice of either a 'Court' or 'Coast' experience for you and 1 adult companion valued at up to \$12,425.89 depending on the winner's point of departure and chosen experience, which includes the following for you and your companion: 'Court' experience (valued up to \$12,425.89) (a) return economy airfares (including airfare/airport taxes) from your nearest Australian capital city to Melbourne, Victoria (valued up to \$2,465); (b) return transfers between Melbourne airport and your accommodation (valued up to \$385); (c) 3 nights' (twin share room, or similar) accommodation in a minimum 5 star hotel in Melbourne (as determined by the Promoter) with breakfast daily valued \$1,750 per night (total \$5,250); (d) a superbox experience including hospitality at the 2025 Australian Open for a semi-final match, as determined by the Promoter valued at \$2,495.89, (and

	<p>return private transfers between hotel and the Australian Open for the match valued at up to \$330);</p> <p>(e) AUD\$1,000 spending money for you only, awarded via bank transfer to AU bank account; and</p> <p>(f) travel management and booking fees valued at \$500.</p> <p>If the 'Court' experience is selected by a winner, they must take the prize during the 2025 Australia Open finals week in January 2025 (expected to be 24 – 27 January 2025) - the exact dates will be specified and determined by the Promoter.</p> <p>All Australian Open passes are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2025 (which can be found online at https://ausopen.com/conditions-of-sale-entry). All Australian Open hospitality products, including dining and/or private space elements, are provided subject to the Australian Open Hospitality Conditions 2025 (which can be found online at https://ausopen.com/hospitality/terms-conditions)</p> <p>OR</p> <p>'Coast' experience (valued up to \$10,920)</p> <p>(a) return economy airfares (including airfare/airport taxes) from your nearest Australian capital city to Melbourne, Victoria (valued up to \$2,085);</p> <p>(b) return private transfers between Melbourne airport and your accommodation in the Mornington Peninsula (valued up to \$1,835);</p> <p>(c) 3 nights' accommodation in a minimum 5 star hotel in Sorrento, Victoria (as determined by the Promoter) in a twin Premium Terrace (or similar) with breakfast daily (valued \$1,200 per night, total \$3,600);</p> <p>(d) a dinner at the hotel valued at \$200 per person, total \$400;</p> <p>(e) a 90 minute cruise in a luxury sailing yacht including 2 course grazing plates and sides and beverages, and including return transfers between hotel and the cruise boarding location (valued at up to \$1,500);</p> <p>(f) AUD\$1,000 spending money for you (the winner) only, awarded via bank transfer to AU bank account; and</p> <p>(g) travel management and booking fees valued at \$500.</p> <p>If the 'Coast' experience is selected by a winner, they must take the prize within 12 months of the draw date.</p> <p>Should the winner reside within 200kms of their chosen experience destination, the flights and transfers will be forfeited, and the value of these inclusions will be offered in make-good form as alternative travel arrangements (such as transfers to and from the winner's place of residence to the accommodation location, or car hire and/or parking allowance), as determined by the Promoter.</p> <p>Travel dates are set as per prize package details. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Travel for the 'Coast' experience is valid for 12 months from date when winner is drawn. Block out periods include all Australian School & Public Holidays along with all other special event periods.</p> <p>All bookings must be made a minimum of 60 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. Other than the spending money, no portion of the prize is redeemable for cash. The prize is non refundable or transferable. Winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point.</p>
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	<p>Prize winner and travel companions must have valid travel insurance for their period of travel.</p> <p>The major prize is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in the major prize, your companion accepts these Terms and Conditions.</p>
Total prize pool	The prize pool is up to \$37,277.67 (depending on prize experience each winner chooses).
How many times can I enter?	Max 1 entry per person per day. Each entry must be based on a separate Qualifying Purchase and a separate unique code. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	The winners will be notified by phone and in writing within 5 business days of determination and will have their name and state/territory/postcode of residence published on the Website on 04/03/2024 for a period of 28 days.
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> unique code/s from the specially marked pack. <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>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>Prize claim date: 5pm (AEDT) on 28/03/2024.</p> <p>Unclaimed prize determination: 12pm (AEDT) 02/04/2024 at the same location as the original draw.</p> <p>If a 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 a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s.</p> <p>Any such winner/s will be notified by phone and in writing within 5 business days of determination and will have their name and state/territory/postcode of residence published on the Website on 04/04/2024 for a period of 28 days.</p> <p>If a prize winner cannot be found, that information will be published on the Website on 30/04/2024.</p>
Collection and use of your personal information	<p>If you are a winner, you and your companion 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 Policy (see https://asahi.com.au/privacy) includes information about:</p>

	<p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> <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 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. 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. TP 23/01435</p> <p>SA Licence No. T23/1114</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. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks or spam filters. 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 and when offered 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, validity period/s;
- (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 location specified; 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, travel insurance (including excesses), in-room charges, additional taxes, 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.
- 7 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 8 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).
- 9 For event-based/travel prizes, 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.
- 10 If specified, 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.
- 11 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.
- 12 If you or your entry are deemed by the Promoter to breach these Terms and Conditions 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 verifying 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.
- 13 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.
- 14 If companion/s can take the prize with you, 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.
- 15 If you (or your companion/s, if applicable), 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.
- 16 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, where relevant.
- 17 If any dispute arises between you and the Promoter concerning the conduct of this competition 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.

18 Prizes cannot be transferred or exchanged nor (except where cash is specified) 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. You agree that if a prize (or element of a prize) cannot be provided 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.

19 By entering, you request that your full address not be published.

20 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.

21 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

22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

23 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).

24 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 prizes.

25 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.