

# BWS Chance to Win a Dream Grand Final Party at Home Promotion

## Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Competition Period</b>	12.01am (AEST) on 07/08/2024 to 11.59pm (AEST) on 10/09/2024.
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed BWS outlets (including online at <a href="http://www.bws.com.au">www.bws.com.au</a> ) which are displaying "BWS Chance to Win a Dream Grand Final Party at Home Promotion" promotional material ( <b>Outlets</b> ) in Australia.
<b>Website</b>	<a href="http://www.dreamgrandfinalparty.com.au">www.dreamgrandfinalparty.com.au</a>
<b>Qualifying Purchase</b>	Any case or multipack of Carlton Dry, Carlton Draught or Good Tides Hard Seltzer. For clarity, the following variants are also included: Carlton Dry 3.5%, Carlton Dry Ultra Low Carb, Carlton Zero and Carlton Draught Lemonade (subject to availability).
<b>Entry instructions</b>	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and (b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information.  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).  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.
<b>How many winners will there be and how will they be chosen?</b>	There will be 3 winners determined in respect of this competition.  There will be 1 draw conducted.  The draw will be held at 12pm (AEST) on 11/09/2024 at iGo Direct Pty Ltd, 41 Stubbs Street, Kensington VIC 3031 ( <b>iGo Direct</b> ).  The first 3 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 ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	There are 3 prizes available.  Each prize is an Ultimate Grand Final Watch Party package valued at and consists of the following: <ul style="list-style-type: none"> <li>• 1x TCL 85" TV (TCL C745 QLED 4K Google TV valued at \$3,999;</li> <li>• 1x TCL Sound Bar with Wireless Subwoofer valued at \$1,195;</li> <li>• 1x Beefeater 1200 Series 4 Series BBQ valued at \$1,089;</li> <li>• 1x \$1,000 VISA gift card;</li> <li>• 1x Carlton Dry 50L wheeled cooler valued at \$399;</li> <li>• 10x Carlton Dry Caps (Adult size) valued at \$25 each;</li> </ul>

	<ul style="list-style-type: none"> <li>• 10x Carlton Dry Stubby holders valued at \$10 each;</li> <li>• 10 x Good Tides Caps (Adult size) valued at \$20 each; and</li> <li>• 5x AFL Grand Final Footy Records valued at \$15 each.</li> </ul> <p>Any ancillary costs associated with redeeming the VISA gift card are not included. Redemption of the VISA gift card is subject to the terms and conditions associated with the VISA gift card located at <a href="https://truerewards.com.au/visa-gift-card-terms">https://truerewards.com.au/visa-gift-card-terms</a>.</p> <p>The digital VISA card is issued by iGoDirect Group Pty Ltd and Terms &amp; Conditions apply. In order to activate a digital VISA card, you must: a) Have a mobile device which supports Apple Pay or Google Pay; b) Be in Australia with location services enabled on your mobile device; c) Download the True Rewards App, create a membership and accept the terms and conditions of the True Rewards App; and d) Agree to any applicable terms of use, privacy policy and/or any other terms of Apple Pay or Google Pay.</p> <p>Digital VISA cards are valid for the period advertised on the digital VISA card and in the email containing the digital VISA card, and will expire on the date indicated on the face of the digital VISA card as shown in the True Rewards App.</p> <p>After the digital VISA card has expired it is no longer valid, and all transactions will be declined. You agree that you have no right to receive a refund of any unused value remaining and that unused value will become True Rewards' property immediately following the expiry date unless True Rewards elects otherwise.</p> <p>To read the full digital VISA card Terms and Conditions, go to <a href="https://truerewards.com.au/visa-gift-card-terms">https://truerewards.com.au/visa-gift-card-terms</a>.</p>
<b>Total prize pool</b>	The total prize pool is \$24,921.
<b>How many times can I enter?</b>	There is no limit on the number of entries you can submit, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	Winners will be notified by phone and in writing within two business days of determination and will have their name and state/territory of residence/postcode published on the Website on 13/09/2024 for a period of 28 days.
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s); or</li> <li>• email purchase receipt in the case of online orders</li> </ul> <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.</p> <p>If, in the Promoter's opinion based on the available information, 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>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> By 5pm on (AEST) 16/09/2024.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 17/09/2024 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 relevant 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 amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed by phone and in writing within two business days of determination and will have their name and state/territory of residence/postcode published on the Website on 19/09/2024 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 17/10/2024.</p>
<b>Collection and use of your</b>	If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your names and images in any promotional or advertising activity. The

<p><b>personal information</b></p>	<p>Promoter may collect your personal information directly or through its agents or contractors including Endeavour Group Limited (ABN 77 159 767 843) (<b>Endeavour Group</b>). The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors including Endeavour Group to assist in conducting this competition, communicating with you 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>The Promoter’s Privacy Policy (see <a href="http://www.asahi.com.au/privacy">www.asahi.com.au/privacy</a>) 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>(c) 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.</p> <p>The Endeavour Group Privacy Policy can be found at <a href="http://www.bws.com.au/help/privacy-policy">www.bws.com.au/help/privacy-policy</a> (BWS).</p> <p>The Endeavour Group Collection Statement can be found here for BWS <a href="http://www.bws.com.au/help/collection-statement">www.bws.com.au/help/collection-statement</a>.</p>
<p><b>Responsible drinking</b></p>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="https://www.nhmrc.gov.au/health-advice/alcohol">https://www.nhmrc.gov.au/health-advice/alcohol</a>. See also the NSW Standard Drink and Preventing Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication">https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication</a>. 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>
<p><b>Permit numbers</b></p>	<p>Authorised under:</p> <p>ACT Permit No. TP24/00907</p> <p>SA Licence No. T24/705</p> <p>NSW Authority No. TP/00044</p>

11 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**

12 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 outside its reasonable control. 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**

13 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.

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- 14 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, mobile or data plans, installation costs, 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.
- 15 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.
- 16 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 beyond the Promoter's reasonable control. In that case you/your companion/s forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). 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**

- 17 Any material 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).
- 18 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.
- 19 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.
- 110 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 or receiving 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.
- 111 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially 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 reasonable satisfaction the validity of your entries (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.
- 112 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.
- 113 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 materially breach these conditions, whether or not legally bound by them.
- 114 If you (or your companion/s, if applicable), in the reasonable 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.
- 115 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 116 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.
- 117 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. 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.
- 118 If publication will take place, by entering, you request that your full address not be published.
- 119 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 120 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, 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.
- 121 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.

## **2. Liability**

- 122 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 123 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).
- 124 Without limiting the previous paragraphs, 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), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 125 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.

