

Tooheys Winning Plays BWS & Dan Murphy's Exclusive On Pack Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Tooheys Winning Plays BWS & Dan Murphy's Exclusive On Pack Promotion								
Promoter:	Lion - Beer, Spirits & Wine Pty Ltd ABN 13008596370, Level 7, 68 York St, Sydney, NSW 2000, Australia. Ph: 1800 308 388 For any inquiries regarding this Promotion, please contact the Promoter at lionau-enquiries@lionco.com or on 1800 308 388								
Promotional Period:	The promotion will run in conjunction with State of Origin Game 1 (scheduled for 05/06/24), State of Origin Game 2 (scheduled for 26/06/24) and State of Origin Game 3 (scheduled for 17/07/24) (men's matches). Please see below for full details on the Promotional Period.								
Eligible entrants:	Entry is only open to ACT, NSW and QLD residents who are 18 years and over.								
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) purchase a specially marked carton of Tooheys New ("Promotional Carton"), to share, from any BWS or Dan Murphys store (or via Jimmy Brings, jimmybrings.com.au) within ACT, NSW or QLD while stocks last ("Participating Venues"); b) visit the promotional website (by scanning the QR code advertised on the Promotional Carton or by visiting TooheysWinningPlays.com.au), follow the prompts to the registration page; and fully complete and submit the online form with their personal details (first name, last name, date of birth, email address, mobile number and full address) (if they haven't already done so)* and (optional) select the tick box to consent to receipt of marketing from the Promoter (sign up to SMS notifications relating to the Promotion mandatory); and c) on the dashboard, enter the unique code located within the Promotional Carton. <p>*Entrants who register for the first time will receive an OTP via SMS to verify their mobile numbers. The entrant will only be prompted with an OTP once (provided that they log in using the same device they registered an account with). By entering this Promotion, entrants opt in to receive SMS notifications related to the gameplay throughout the Promotional Period.</p> <p>By completing the entry method, the entrant will receive three (3) virtual cards (each a "Card"):</p> <ol style="list-style-type: none"> i. 1 x Major Play Card <u>or</u> 1 x Quick Play Card; and ii. 2 x Winning Play Cards (subject to entry time, see below for further details). <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying purchase and unique code.</p>								
Card and Winning Methods:	<ul style="list-style-type: none"> • Cards will be stored in the entrant's account on the promotional website. • Each Card is to be used in this promotional activity as follows: <ul style="list-style-type: none"> ○ Major Play Card: provides the entrant with one (1) entry into the following Major Play Draw; ○ Quick Play Card: provides the entrant with an instant win prize; ○ Winning Play Card: provides the entrant with a predetermined game outcome that could happen during the State of Origin Game nominated on the card (which, if that game outcome occurs, will then be linked to a prize). • Each Card corresponds to a winning method outlined below. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Card</th> <th style="text-align: left;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>Major Play Card</td> <td>The entrant will receive an entry into the corresponding Major Play Draw based on the time the card is received.</td> </tr> <tr> <td>Quick Play Card</td> <td>The entrant will be prompted on screen if they have won a Quick Play Prize or not (with winners based on predetermined winning moments throughout the Promotional Period).</td> </tr> <tr> <td>Winning Play Card</td> <td>Entrants will receive a Winning Play Card linked to a predetermined game outcome during the nominated State of Origin Game – if the outcome occurs</td> </tr> </tbody> </table>	Card	Winning Method	Major Play Card	The entrant will receive an entry into the corresponding Major Play Draw based on the time the card is received.	Quick Play Card	The entrant will be prompted on screen if they have won a Quick Play Prize or not (with winners based on predetermined winning moments throughout the Promotional Period).	Winning Play Card	Entrants will receive a Winning Play Card linked to a predetermined game outcome during the nominated State of Origin Game – if the outcome occurs
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		<p>during the nominated State of Origin Game, the entrant will receive the Power Play prize specified on the Winning Play Card (from the prizes set out below).</p> <p>Each Winning Play Card is valid for the next State of Origin Game (from the time the Card is received) (up until a nominated cut off time, which is 15 minutes prior to the relevant State of Origin Game commencing) – any cards received after the cut off time (but prior to the cut off time for the final State of Origin game) will rollover to the next State of Origin Game. Winning Play Cards will indicate which State of Origin Game they will be applied to.</p>		
<p><u>Promotional Period Further Details:</u> Entries will be open from 09:00 am AEST on 30/04/24 and close fifteen (15) minutes before the commencement of each State of Origin Game (with the final State of Origin Game taking place on 17/07/24). State of Origin matches are currently scheduled to commence at 8:05pm AEST.</p> <p>Any individual who submits an entry after the shut off time for the final State of Origin Game on 17/07/24 (but before 11:59pm AEST on 31/07/24) will only be eligible to receive a combination of Major Play Card(s) (and the corresponding entry/entries into the final Major Play Draw) or Quick Play Card(s) for their entry (and be eligible for an instant win prize/prizes).</p> <p>State of Origin game dates and times are as per the official game times as set by the State of Origin (with matches currently scheduled to commence at 8:05pm AEST). The Promoter is not liable for any State of Origin game time/date changes.</p> <p><u>Instant Win Further Details:</u></p> <ul style="list-style-type: none"> ○ Quality control errors will not invalidate an otherwise valid prize claim. ○ Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. ○ Instant win game materials void if stolen, forged, mutilated or tampered with in any way. ○ There will be a maximum of 256,000 promotional packs available for this Promotion. 				
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> a) limit one (1) entry permitted per Promotional Carton purchased; b) limit one (1) entry permitted per person per day; c) maximum of six (6) entries permitted per person throughout the Promotional Period; d) only one (1) unique code per entry is permitted; e) the same unique code cannot be used more than once; f) unrecognised codes will be deemed invalid; and g) each entry must be submitted separately and in accordance with the entry instructions above. 			
Total Prize Pool:	Total maximum amount of prizes that could potentially be awarded is up to AUD \$5,205,000			
Prize Description		Number of this prize	Value (per prize)	Winning Method
<p>Major Play Prize: The prize is \$5,000 paid by direct deposit to the winner's nominated bank account.</p> <p>The winner must provide their Australian bank account details to the Promoter in order for the prize to be awarded.</p>		3 (1 prize per Major Play Draw)	AUD\$5,000.00	Major Play Draws: computerised random selection - 12:00 pm AEST, on 12/06/24, 03/07/24 and 07/08/24
<p>Winning Play Prize 1: The prize is a \$250 Vault Pays-enabled Prepaid Mastercard®.</p>		Up to 5000	AUD\$250.00	WinningPlay – Outcome based prize
<p>Winning Play Prize 2: The prize is a \$50 Vault Pays-enabled Prepaid Mastercard.</p>		Up to 10,000	AUD\$50.00	Winning Play - Outcome based prize

Winning Play Prize 3: The prize is a \$5 Vault Pays-enabled Prepaid Mastercard.	Up to 241,000	AUD\$5.00	Winning Play - Outcome based prize
Winning Play Prize 4: The prize is a \$100 Vault Pays-enabled Prepaid Mastercard.	Up to 10,000	AUD\$100.00	Winning Plays - Outcome based prize
Winning Play Prize 5: The prize is a \$5 Vault Pays-enabled Prepaid Mastercard.	Up to 246,000	AUD\$5.00	Winning Play - Outcome based prize
Quick Play Prize: The prize is a \$10 Digital Vault Prepaid Gift Card, redeemable at either BWS or Dan Murphy's stores within Australia.	500	AUD\$10.00	Quick Play
Prize Conditions:	<p>Winning Play Prize Conditions Any ancillary costs associated with redeeming a Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. We will not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.</p> <p>Quick Play Prize Conditions: Any ancillary costs associated with redeeming the Digital Vault Prepaid Gift Card ("the Card") are not included. The Card must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Card any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 ("Vault"). See www.vaultps.com.au/terms-conditions for terms and conditions. See TooheysWinningPlays.com.au/faqs for the list of participating merchants where this card is accepted.</p>		
Winner notification:	The Major Play Prize winners will be contacted by email within two business (2) days of the corresponding draw. The Major Play Prize winners will be published at TooheysWinningPlays.com.au/winners within seven business (7) days of the corresponding draw.		
Unclaimed Prizes:	<p>Major Play Prizes must be claimed by 09/09/24 at 12:00 pm AEST. In the event of an unclaimed Major Play Prize, the unclaimed prize draw will occur on 10/09/24 at 12:00 pm AEST at Pilgrim Communications, 51A/23 Norton Street, Leichhardt NSW 2040, Australia. The winners of the unclaimed prize draw will be notified by email within two (2) days of the unclaimed prize draw. The winners will be published at TooheysWinningPlays.com.au/winners by 13/09/24.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at TooheysWinningPlays.com.au/winners</p>		

- 1) The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and 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"). 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) Employees (and their immediate family members) of the Participating Venues, 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 1st cousin.

5) **Major Play Draws:**

a) The Major Play Draws will take place at Pilgrim Communications, 51A /23 Norton Street, Leichhardt NSW 2040, Australia at 12:00 pm AEST on the dates outlined below by computerised random selection. Entries open and close for each draw on the dates/times specified in the table below. Non-winning entries in each Major Play Draw will not be entered into any subsequent Major Play Draw.

Major Play Draw	Entries Open:	Entries Close:	Draw Date:
1	30/04/24 at 09:00 am AEST	15 minutes before the commencement of the State of Origin Game on 05/06/24	12/06/24
2	Once entries for the State of Origin Game on 05/06/24 have closed	15 minutes before the commencement of the State of Origin Game on 26/06/24	03/07/24
3	Once entries for the State of Origin Game on 26/06/24 have closed	11:59pm AEST 31/07/24	07/08/24

- i) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - ii) The first valid entry drawn in each Major Play Draw will be the winner of the Major Play Prize specified in the Schedule above.
- b) 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.
- 6) All reasonable attempts will be made to contact each draw winner.
 - 7) 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, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 - 8) Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 - 9) The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>.
 - 10) The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 - 11) No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 - 12) Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
 - 13) 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.

- 14) 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.
- 15) 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.
- 16) Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may, if the entrant selects the respective tick box on entry, use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://www.lionco.com/legal/privacy-policy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and 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.
- 17) For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 18) 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 their 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. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 19) 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.
- 20) 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).
- 21) 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.
- 22) 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). In the event that 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. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
- 23) The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that 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 will be final.

- 24) 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.
- 25) 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.
- 26) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27) Authorised under: ACT Permit No. TP 23/02565 and NSW Authority No. TP/2606.