

VB Hard Earned Merch Promotion 2023

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can claim?	Only Australian residents who are aged 18 or over.
Who can't claim?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this offer.
Offer Period	12.01am (AEST) on 10/04/2023 to 11.59pm (AEST) on 31/07/2023.
Where will the offer run?	The offer will run in participating Dan Murphy's and BWS outlets which are stocking specially marked products (Outlets) in Australia. The Outlets include the online stores at www.danmurphys.com.au and www.bws.com.au and www.jimmybrings.com.au .
Website	www.hardearnedmerchvoucher.victoriabitter.com.au
Qualifying Purchase	A specially marked case of 24 x bottles or cans or 30 x cans of Victoria Bitter.
Claim instructions	To claim, you must, during the Offer Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) locate the unique code on the inside of the Qualifying Purchase packaging; and (c) visit the Website, locate the claim page and create or login to your account and fill out and submit the online claim form, including by providing the unique code and all other requested information. Once you have completed the claim instructions steps (a) – (c) above, you can choose to claim your gift (\$20 e-Voucher) or purchase additional specially marked cases and save the additional unique code/s (up to 4 unique code/s) to claim at a later date. You can load up to 4 unique codes during the claim process, to be used at once for a maximum gift value of \$80 (e.g. 4 x \$20 e-Voucher). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim.
Gifts	There are up to 300,000 gifts available. All valid claims will receive a gift. Each gift is a \$20 VB Merch Store e-Voucher. VB Merch Store e-Vouchers are valid until 31/07/2023 and after this date will expire. Any unused funds will be lost. The VB Merch Store e-Vouchers can only be used through www.victoriabitter.com.au/collections/all (VB Merch Store). VB Merch Store e-Vouchers cannot be stacked on and are single use only. VB Merch Store e-Vouchers cannot be used to pay for freight or delivery costs.
Total gift pool	The total gift pool is up to \$6,000,000.
How many times can I claim?	You can claim up to 4 times throughout the Offer Period, provided you only claim once per Qualifying Purchase and per unique code. Each claim must be submitted separately in accordance with these Terms and Conditions.
How and when will the successful claimants be informed?	You will get a return onscreen message acknowledging your claim and confirming your gift. You will then need click the 'claim voucher' link on screen and then your gift will automatically be delivered to the nominated email address included with your claim.
Proof of purchase	You must keep the following as proof of purchase for all claims: <ul style="list-style-type: none"> • original itemised purchase receipt(s); and • unique code/s

	<p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a gift.</p> <p>Proof of purchase must be identical to that provided by you with your claim.</p> <p>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 Offer Period before you submitted your claim).</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.</p>
Collection and use of your personal information	<p>If you are a successful claimant, 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 name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your 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 personal information to conduct and manage the offer. The Promoter may disclose your personal information to its related companies, agents and contractors including Endeavour Group to assist in conducting this offer, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>By claiming, 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 <i>Spam Act 2003</i> (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 <i>Spam Regulations 2021</i> (Cth). By claiming, 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 offer.</p> <p>The Promoter's Privacy Policy (see www.asahi.com.au/privacy) includes information about:</p> <ul style="list-style-type: none"> (a) how to seek access to the personal information the Promoter holds about you 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. <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 provided that where required by the <i>Spam Act 2003</i> (Cth), Endeavour Group 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 <i>Spam Regulations 2021</i> (Cth)..</p> <p>The Endeavour Group Privacy Policy can be found at 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 Drink and Preventing Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication. Your participation in this offer may be subject to the liquor serving policy of businesses conducting the offer and/or providing a gift.</p>
Permit numbers	<p>Authorised under:</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 gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

Claim

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

Gifts

3 Gift/s and all elements of gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant validity period/s.

4 You are responsible for all other unspecified costs related to the gift.

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 gift.

General

6 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) 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 claims (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.

7 You must not:

- (a) tamper with the claim 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 offer;
- (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 offer;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

8 The Promoter is not liable for gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including.

9 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a gift, 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 offer is final.

10 Gifts 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 gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. You agree that if a gift (or element of a gift) 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.

11 If this offer 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 offer or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities.

12 The Promoter is not responsible for any tax implications arising from you receiving a gift. You should seek independent financial advice. If for GST purposes this offer 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

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer 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 offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that occurs to displayed gift/s (where relevant). Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
- 16 This offer 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.