

VB Hard Earned Merch Promotion 2024
Promotion
Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
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 associated with this competition.
Competition Period	12.01am (AEDT) on 01/04/2024 to 11.59pm (AEST) on 31/07/2024.
Where will the competition run?	The offer will run in participating Dan Murphy's and BWS outlets which are stocking specially marked products in Australia (Outlets). The Outlets include the online stores at www.danmurphys.com.au and www.bws.com.au and also www.jimmybrings.com.au .
Website	www.victoriabitter.com.au/hardearnedmerchvoucher
Qualifying Purchase	A specially marked case of Victoria Bitter (24x bottles or cans, or 30x cans) subject to stocks remaining.
Entry instructions	To enter, you must: (a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; (b) locate the unique code/s inside the Qualifying Purchase product/s; (c) then during the Competition Period visit the Website, and fill out and submit the online entry form, including by providing the unique code and all other requested information to see which prize (voucher value) you have won. The Promoter expects there to be a total of up to 257,000 specially marked cases. Each Qualifying Purchase will include 1 unique code. Max 1 entry per person per day; max 5 entries per person in total. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many winners will there be and how will they be chosen?	All valid entrants will win a prize, however the value of the prize they win (either \$20, \$50 or \$100) will be determined randomly. There are up to 257,000 prizes to be awarded randomly during the Competition Period via a computerised drawing system at iGo Direct Pty Ltd, 41 Stubbs Street, Kensington VIC 3031 (iGo Direct).
What can I win?	There are up to 257,000 prizes available, as follows: <ul style="list-style-type: none"> • 6,500 x \$100 VB Merchandise store (single use) e-voucher; • 15,750 x \$50 VB Merchandise store (single use) e-voucher; and • 234,750 x \$20 VB Merchandise store (single use) e-voucher. Max 5 e-vouchers per person for entire Competition Period. The VB Merchandise e-vouchers can be used to make purchases of merchandise items (not alcohol) via the online store at www.victoriabitter.com.au/collections/all . The e-vouchers are single use only (that means one e-voucher can only be redeemed/used in a single transaction). The e-vouchers must be used and are only valid between 10/04/2024 and 31/07/2024 . E-vouchers must be applied at the checkout during your purchase. Unfortunately, they cannot be redeemed retroactively. The e-vouchers cannot be used in conjunction with any other offer and are not valid after 31/07/2024. Any unused funds will be lost. There is no minimum spend to use the e-voucher. The e-

	vouchers are not stackable (which means only one e-voucher can be used per transaction). The e-vouchers cannot be used to pay for freight or delivery costs.
Total prize pool	The total prize pool value is expected to be up to \$6,132,500.
How many times can I enter?	You can enter once per day, and up to a maximum of 5 times in total during the Competition Period. Each entry must be submitted separately in accordance with these Terms and Conditions. There is a maximum of one entry per unique code/Qualifying Purchase.
How and when will the winner/s be informed?	Winners will be notified immediately in an on-screen message (at the time of entering) and confirmed via email within 3 business days of determination (subject to any verification required), and will have their prize sent via email to the email address as specified by the entrant that they used as part of their entry. There will be no unclaimed prizes as e-vouchers will be automatically awarded to winners via email (subject to any verification required by the Promoter, in its discretion). It is your responsibility to ensure that you enter your email address correctly. If you fail to enter your email address correctly, the prize will be forfeited. If any prize remains un-won at the end of this promotion that information will be published on the Website on 30/08/2024.
Proof of purchase	You must keep the following as proof of purchase for all entries: <ul style="list-style-type: none"> • original itemised purchase receipt(s); and • unique code/s from specially marked case. <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>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).</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>
Collection and use of your personal information	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. 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. 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. The Promoter's Privacy Policy (see www.asahi.com.au/privacy) includes information about: <ol style="list-style-type: none"> how to seek access to the personal information the Promoter holds about you and seek correction of the information; and 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</p>

	<p>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: https://www.nhmrc.gov.au/health-advice/alcohol. See also the NSW Standard Drink and Preventing Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication. 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>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP 23/02345</p> <p>SA Licence No. T23/1794</p> <p>NSW Authority No. TP/00044</p>

- 2 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

- 3 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Unique codes from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. 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. 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

- 4 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 validity periods.
- 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.

General

- 6 Any failure by you 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).
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions 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 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.
- 8 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.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 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.
- 11 Prizes cannot be transferred or exchanged nor 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.
- 12 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.
- 13 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.
- 14 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

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 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).
- 17 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 18 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.