## Trade Promotion: Game of Chance Schedule to Terms of Entry

Name of Promotion	Woodstock BWS Off Road Dirt Bike Promotion
Permit numbers	NSW Permit No. LTPS/18/26815
	ACT Permit No. TP18/01512
	SA Permit No. T18/1380
Website	http://bws.com.au/win/woodstockdirtbikes
Promoter	Asahi Premium Beverages Pty Ltd ABN 49 077 568 480 50 Swann Drive Laverton VIC 3028 HELPLINE: 1800 090 378
Relevant States	NSW, ACT, SA, NT, QLD, VIC, TAS, WA
Entrants	Entry to the Promotion is open to Australian residents during the Promotion Period, aged 18 years + and who fulfil the entry requirements.
Entry Restrictions	Must be aged 18 years +. Must have identification suitable for validation process. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible. "Immediate families" means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
Promotion Period	Starts: 9.00am <u>AEST</u> 3/10/18 Ends: 11:59pm <u>AEDT</u> 5/11/18 All times are Melbourne times. No entries will be accepted after this time.
Entry Mechanic	<ul> <li>To enter, entrants must:</li> <li>1. Purchase any ONE (1) Woodstock product, from a participating BWS store (all that range Woodstock products; not all varieties available in all stores) during the Promotion Period (Qualifying Purchase); then</li> <li>2. Visit the Website to follow the instructions to complete the entry online (including personal details). Residential address only. No PO Boxes allowed. Receipt required for entry</li> </ul>

	FOR ALL ENTRIES, retain copies of receipts for the Qualifying Purchase (which clearly shows the store name, location, date and product(s) purchased) as proof of purchase. Failure to produce the proof of purchase for all entries or claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Multiple entries are allowed, however there is a maximum of one (1) entry per person per day. There are three (3) prizes to be awarded. A prize will be awarded to each of the first three (3) valid entries randomly drawn. (All entries submitted by a winner may be validated by the Promoter prior to a prize being awarded.) See Prize Details for further prize information.
Maximum Number of Entries	Multiple entries are permitted, subject to
	Clause 32 and the following: (a) only one (1) entry is permitted per Qualifying Purchase (and no receipt sharing is allowed); (b) a maximum of one (1) entry will be accepted per receipt/invoice (regardless of the number of Qualifying Purchases featured on that receipt/invoice; (c) each entry must be submitted separately and in accordance with entry requirements; (d) unrecognised receipt (or invoice) numbers will be deemed invalid; and (e) a maximum of one (1) entry per person per day. Any entry that in the Promoter's opinion is: • based on a shared receipt/invoice; or • lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including but not limited to the use of a competition entry service, will be void and at the absolute discretion of the Promoter, renders all of an entrant's entries invalid and he/she will forfeit his/her right to any prize. Entrants must retain a copy of store receipt(s) /invoice(s) ( <b>Promotional Materials</b> ) as proof of purchase for all entries. Receipt(s)/invoice(s) must clearly specify the store of purchase. Receipt(s)/invoice(s) must show that the purchase was made during the Promotion Period but prior to entry. Failure to

	provide the Promotional Materials when requested may, in the absolute discretion of the Promoter, render all of an entrant's entries invalid and forfeit their right to any prize.
Draw Details	10:00am <u>AEDT</u> on 7/11/18 <b>Additional reserve entries may be drawn</b> <b>and recorded in order in case an invalid</b> <b>entry or ineligible entrant is drawn.</b> Draw is a random electronic draw by computer at Core Marketing Services, Level 4, 80 Market Street, South Melbourne, VIC 3205
Prize Details	<ul> <li>Each prize is a Yamaha WR250R motor bike (off road):</li> <li>Transmission: Constant mesh 6-speed</li> <li>Colour: blue</li> <li>Helmet: AIROH Twist Matte Black (L)</li> <li>Delivery to winner's door (delivery address as included in entry details)</li> <li>Each prize is valued at up to \$8,598 (inc GST).</li> <li>The off road dirt bike prize does not include insurance or any other accessories not specified. (It is strongly recommended that the winner of a prize acquires insurance and that appropriate protective equipment is worn at all times.)</li> </ul>
Prize Delivery	Promoter will arrange delivery of the prizes to winners
<b>Total Number of Prizes</b>	Three (3) prizes
Total Prize Pools	\$25,794 (inc GST)
Notification of Winner(s) (including Unclaimed Prize Winner(s))	Winners will be notified by telephone and in writing (within 2 days) of being drawn
Prize Claim date:	Prizes must be claimed by 6/2/19
Publication Details (of Winner(s))	Publication at http://bws.com.au/win/woodstockdirtbikes within one (1) week of being drawn as a winner (by 13/11/18). Winners names will be on website for at least 28 days.
Draw for Unclaimed Prize Details	7/2/2019 at 10:00 am <u>AEDT</u> Additional reserve entries may be drawn and recorded in order in case an invalid entry or ineligible entrant is drawn. At Core Marketing Services, Level 4, 80 Market Street, South Melbourne, VIC 3205
Publication Details (of unclaimed prize Winner(s)	If applicable, publication at http://bws.com.au/win/woodstockdirtbikes within one (1) week of being drawn as a winner (by 13/2/19). Winners names will be on website for at least 28 days.

Full T&Cs

http://bws.com.au/win/woodstockdirtbikes

## Trade Promotion: Game of Chance Terms of Entry

- 1 These terms must be read together with the Schedule for this Promotion. The Schedule defines terminology used in these Terms of Entry. Participation in this Promotion constitutes acceptance of these Terms of Entry. Where there is any inconsistency between the Schedule and these terms, the Schedule prevails.
- 2 Entry is open only to Entrants of the Relevant States/Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this Promotion are ineligible to enter.
- 3 The Promotion will be conducted during the Promotion Period.
- 4 To enter the Promotion, entrants must follow the Entry Mechanic during the Promotion Period.
- 5 Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 6 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries via SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
- 7 If this promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST) and entries must be submitted from the entrant's mobile phone. SMS entry is only open to entrants with an SMS compatible mobile phone with calling line identification connected to a service provider which permits text and premium messaging to and from the promotional SMS number. Entrants should check with their network service provider to see if their mobile phone is compatible. Entrants under the age of 18 must obtain the account holder's permission prior to entering. The Promoter's SMS Service Provider and its SMS Service Provider's helpline is in the Schedule.
- 8 If this Promotion involves entry via a promotion phone line, the maximum cost of a call to the Promotion phone line is 55 cents (inc GST) except that higher rates may apply from mobile or public phones. Entrants under the age of 18 must obtain the bill payer's permission prior to entering.
- 9 The draw/s will be conducted in accordance with the Draw Details. Prize/s will be awarded to the valid entrant/s randomly drawn in accordance with the Prize Mechanic.
- 10 The judges' decisions are final and no correspondence will be entered into. The Promoter's decision not to enforce a specific condition does not constitute a waiver of that condition or of the Terms of Entry in general.
  - 11 Prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 12 All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:

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- (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
- (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 13 The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- 14 Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
- 15 Where a prize includes travel, the prize cannot be taken during peak periods and must be booked and completed as specified by the Promoter. If the prize is event based, travel must be taken to coincide with the event on the dates specified by the Promoter. (Winner and their companion/s must depart and return at the same time using the same air carrier, as specified by the Promoter.) No extension will be permitted. Any alterations to confirmed prize details will be at the expense of the winner and will only be permitted with the Promoter's prior consent. Any flights and accommodation awarded as part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any transfer costs, meals, taxes (excluding flight related taxes), insurance, spending money and other ancillary costs, are the responsibility of the winner and their companion/s. The winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and visas, if required), otherwise the winner's entry will be deemed invalid. (It is strongly recommended that the winner and participant of the prize acquire adequate travel insurance, where this is not specified as part of the prize.)
  - 16 Where a prize involves the winner:
    - (a) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize; and/or
    - (b) meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
  - 17 If the prize includes gift cards or evouchers, all gift cards or evouchers are valid until the gift card or evoucher expiry date specified. gift cards or evouchers are subject to the conditions stipulated by the provider of the gift card or evoucher. If the total value of a gift card or evoucher is not used at the time of redemption, a new gift card or evoucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. any such further gift card or evoucher is valid for the remainder of the original gift card or evoucher expiry period. Gift cards or evouchers cannot be redeemed for further gift cards or evouchers. Once awarded, the promoter shall not be liable for any gift card or evoucher that has been lost, stolen, forged, damaged or tampered with in any way.

- 18 Where a prize includes tickets, tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
- 19 If a winner of a prize is under the age of 18 years (where entry by those under 18 is allowed), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
- 20 The Promoter may, in its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
- 21 The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 22 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at http://www.alcoholguidelines.gov.au/.
- 23 At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- 24 If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 25 The winner/s will be notified as stated in the Notification of Winners section of the Schedule and their name and state of residence will be published in accordance with the Publication Details. By entering this Promotion, each entrant requests that his or her full address not be published.
- 26 If any prize is not claimed in accordance with these terms of entry, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer able to be redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required. If no Unclaimed Prize Draw Date is specified, any unclaimed prize/s will be distributed at the Participating Venue's discretion.
- 27 Entrants acknowledge that there may be inherent risks in some aspects of the Promotion, or the prize and that participation in the Promotion and/or using the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk. (Where applicable, the Promoter strongly recommends the user

## of a prize familiarise him/herself with the features of the prize and that appropriate protective clothing is worn at all times when the prize is used).

- 28 Where requested by the Promoter, any entrant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Promotion and/or providing the prize prior to undertaking any specified activities forming part of the Promotion or prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid.
- 29 Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 30 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 31 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 32 Entrants may only enter the Promotion in their own name, and only use one (1) name for all entries submitted to the Promotion; there can be only one (1) email address and one (1) residential address used in connection with an entrant's name. Where the Promoter reasonably believes an entrant has entered the Promotion using more than one (1) name, one (1) email address or one (1) residential address, all affected entries will be void.

The Promoter reserves the right to request the winners to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winners' identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the winners in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.

- 33 The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 34 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 35 Prize are not transferable or exchangeable (except as set out in these Conditions of Entry), nor can they be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the

Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize Value is as specified on the Date at which Prize Value Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required.

- 36 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State/Territory, if required.
- 37 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.
- 38 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate, and the companies associated with this Promotion, and the Promoter and its related bodies corporate, and the companies associated with this Promotion, may use this information for publicity, research and profiling purposes as well as future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter.
- 39 Where the Promotion is administered on Facebook, entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the Promotion release Facebook and its associated companies from all liability arising from the Promotion.