

Carlton Draught 2019 Footy Finals Classic Collectables Promotion Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 20/2 Southbank Blvd, Southbank VIC 3006.
Who can enter?	Only Australian residents who: (a) are aged 18 or over; and (b) if a winner of an AFL prize, can take the prize on the date/s specified.
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 (AEST) on 26/08/19 to 11.59pm (AEDT) on 06/10/19.
Where will the competition run?	The competition will run in: (a) www.boozebud.com in VIC, SA, TAS, NT and WA while stocks of promotional packs of magnets are available at BoozeBud (BoozeBud); or (b) participating liquor licensed outlets which are displaying promotional material in VIC, SA, TAS, NT and WA while stocks of promotional packs of magnets remain in that Outlet (Outlets); or (c) venues which are displaying promotional material in NSW, ACT QLD, VIC, SA, TAS, NT and WA while stocks of promotional packs of magnets remain in that Venue (Venues). For the avoidance of doubt, NSW, ACT and QLD residents can only enter in respect of a Venue.
Website	www.classiccollectables.com.au
Qualifying Purchase	Outlet/BoozeBud: A promotional "Classic Collectables" case of Carlton Draught, or a non-promotional case of Carlton Draught (24 cans/bottles), or a non-promotional case of Carlton Mid (24/30 cans/bottles), or a non-promotional case of Mercury Hard Cider (24 bottles or 30 cans) or Venue: A jug or 2 glasses (pints or schooners, in one transaction) of Carlton Draught or Carlton Mid to share with a friend, while stocks of promotional packs of magnets remain in that Venue
Entry instructions	To enter, you must, during the Competition Period after making a Qualifying Purchase (and for Outlet/BoozeBud entrants, after collecting your itemised purchase receipt): (a) receive a promotional pack of two magnets from that Venue/Outlet/BoozeBud (subject to stocks remaining in that Venue/Outlet/BoozeBud); or (b) if there are no magnet stocks remaining in that Venue/Outlet/BoozeBud, visit the Website and follow the instructions to claim your promotional pack of two magnets online (subject to online stocks remaining), including providing all details, paying \$3 for postage and handling, and for Outlet/BoozeBud entrants, uploading an image of the Qualifying Purchase receipt. Allow 10 business days for delivery, and see if one or both of the magnets reveal that you have provisionally won an instant prize. There will be a total of up to 1,854,012 magnets printed with 463,500 being winning magnets. There will be a total of 927,006 promotional packs of magnets distributed with each promotional pack including 2 magnets. Each promotional pack of magnets is valued at \$5 (Gifts).

	Where relevant, 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.			
Claim instructions	<p>If you are a provisional instant winner, to verify your entry and claim your prize, you must during the Competition Period:</p> <p>(a) locate the unique code on the winning magnet; and</p> <p>(b) visit the Website, locate the claim page and fill out and submit the online claim form, including by providing all requested information.</p> <p>If you receive two winning magnets in respect of one Qualifying Purchase, you must submit a separate prize claim in respect of each magnet.</p>			
Second chance draw entry instructions	If you are not an instant winner, you can enter the second chance draw in respect of each non-winning magnet by, during the Competition Period, visiting the Website, locating the second chance draw entry page and filling out and submitting the online claim form, including by providing all requested information.			
What can I win?	There are up to 463,500 prizes available, as set out below.			
	Number available (up to)	Prize	Value (each)	Total (up to)
	463,406	<p>\$15 Carlton Draught e-store voucher redeemable only at https://www.carltondraught.com.au/ and cannot be used for shipping costs. Maximum 1 e-voucher per transaction.</p> <p>These vouchers will be sent via email within 48 hours of being claimed.</p>	\$15	\$6,951,090
	80	Adult double pass to a 2020 AFL Men's Finals game as specified by the Promoter. Flights and accommodation are NOT included.	\$70	\$5,600
	4	<p>Trip for you and one adult companion to the 2020 AFL Men's Grand Final, on date/s to be specified by the Promoter, including:</p> <ul style="list-style-type: none"> a double pass to the AFL Men's Grand Final; return economy airfares (including airfare taxes) from your nearest Australian capital city to Melbourne and return transfers between Melbourne airport and the accommodation for you and your companion (flights and transfers are not included if you live in VIC, and if so, you and your companion must make your own way to and from the accommodation at your own cost); and 2 nights' accommodation in a minimum 4 star hotel in Melbourne (as determined by the Promoter) for you and your companion. 	Up to \$5,000 (depending on the winner's point of departure)	\$20,000
	10	Year of Beer (12 e-vouchers, each redeemable on a case of Carlton Draught, Carlton Mid or Mercury Hard Cider at a retail outlet as specified by the Promoter, delivered at the rate of 1 e-voucher per month for 12 months).	\$720	\$7,200

	<p>The first of these e-vouchers will be sent via email within 10 business days of being claimed.</p>		
	TOTAL		\$6,983,890
	<p>There is a limit of 5 instant win prizes per person (except SA residents).</p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>		
Total prize pool	<p>The total prize pool is up to \$6,983,890.</p> <p>The total Gift pool is up to \$4,635,030.</p>		
How many times can I enter/claim?	<p>Venue entrants can receive a promotional pack of two magnets from a maximum of one Venue Qualifying Purchase per person per day.</p>		
Second chance draw	<p>If any instant prize valued at \$50 or over is un-won or not claimed by the end of the Competition Period, a second chance draw will be held at 12pm (AEDT) on 11/10/19 at Prime Focus, Lvl 1, 500 Chapel St, South Yarra VIC 3141. Each un-won or unclaimed prize valued at \$50 or over will be distributed to the next valid entry that (if possible) has not already won an un-won or unclaimed prize randomly drawn in descending order of value until all un-won and unclaimed prizes valued at \$50 or over are awarded.</p>		
How and when will the winners be informed?	<p>Instant winners will be provisionally notified in writing via the winning magnet, and once verified as a winner, via email within two business days of verification.</p> <p>Second chance draw winners will be notified in writing via email within two business days of determination.</p> <p>Winners of prizes valued over \$250 will have their name and state/territory of residence published on the Website on 15/10/19 for a period of 28 days.</p>		
Proof of purchase	<p>Outlet/BoozeBud entrants must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • original itemised purchase receipt(s). <p>If relevant, proof of purchase must be identical to that provided by you with your entry. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your claim). 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>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>		
Unclaimed second chance draw prize/s	<p>Second chance prize claim date: 5pm (AEDT) 11/01/20.</p> <p>Unclaimed second chance prize determination: 12pm (AEDT) on 14/01/20 at the same location as the second chance draw.</p> <p>If a second chance 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 carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants. Any winner/s will be informed in writing by email within two days of determination. Winner/s of prizes valued over \$250 will have their name and state/territory of residence published: on the Website on 16/01/20 for a period of 28 days.</p>		
Collection and use of your personal information	<p>If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion/s' personal information directly or through its agents or contractors, including Village Roadshow Limited (ABN 43 010 672 054, Privacy Policy: http://villageroadshow.com.au/privacy-policy). The Promoter will use your/your companion/s' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this competition,</p>		

	<p>communicating with you/your companions or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see http://cub.com.au/privacy-policy/) 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>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</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: http://www.nhmrc.gov.au/files_nhmrc/file/publications/synopses/ds10-alcohol.pdf. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. 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>
AFL Authorised GF Promotion	GFAFL19/67
Permit numbers	<p>Authorised under:</p> <p>SA Licence No: T19/713</p> <p>NSW Permit No. LTPS/19/35208</p> <p>ACT Permit No. TP19/03504</p>

- 1 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

- 2 Your entry/claim 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. 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

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. 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) conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
- (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer.
- 4 You/your companion/s are responsible for all other unspecified costs related to a prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, 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.
- 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.

- 6 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. In that case you/your companion/s forfeit your entitlement to that event/activity. 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

- 7 Any 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).
- 8 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.
- 9 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.
- 10 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 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.
- 11 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.
- 12 You must not:
- (a) tamper with 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.
- 13 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 breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion/s, if applicable), in the 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.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 16 The Promoter's decision in connection with all aspects of this competition is final.
- 17 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.

- 18 If publication will take place, by entering, you request that your full address not be published.
- 19 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.
- 20 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, 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.
- 21 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

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 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).
- 24 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.
- 25 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.