

Discover the South Coast Promotion

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
Who can enter?	Only Australian residents who are aged 18 or over. To be eligible for the major prize, you must be aged 21 or over and have a current Australian driver's licence. Any major prize winner who is under the age of 21 and does not have a current Australian driver's licence, must select a companion who is 21 years or over and has a current Australian driver's licence to participate in the major prize.
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 01/02/2021 to 11.59pm (AEST) on 02/05/2021
Where will the competition run?	The competition will run in participating liquor licensed outlets (including online purchases) which are stocking specially marked products (Outlets) in Australia.
Website	Southcoastpale.com.au
Qualifying Purchase	A retail purchase of any specially marked 4-pack of South Coast Pale Ale cans.
Entry instructions	To enter, you must, during the Competition Period after making a Qualifying Purchase from an Outlet and collecting your itemised purchase receipt: (a) locate the unique code/s on the Qualifying Purchase product/s; (b) visit the Website; and (c) locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, providing the unique code/s and providing all other requested information to see if you have provisionally won an instant win prize and to be entered into the major draw. 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 submit your entry). 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.
How are instant win prizes awarded?	There are up to 10,020 instant win prizes to be awarded based on pre-determined winning unique codes (as found on the Qualifying Purchase product) during the Competition Period. You will get an on-screen message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to claim your prize.
How many major winners will there be and how will they be chosen?	There will be 5 major winners determined in respect of this competition. The major draw will be held at 12.00pm (AEST) on 03/05/2021 at Blackhawk Network, , Level 1, 534 Church St, Cremorne 3121 (Blackhawk). The first 5 valid entries drawn randomly from the entries received during the Competition Period (including instant win prize winning entries) will win a major prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There are up to 10,025 prizes available – up to 10,020 instant win prizes and 5 major prizes. Instant win prizes

	Number available (up to)	Prize	Value (each)	Total value (up to)
	3,000	South Coast hat	\$30.00	\$90,000.00
	3,000	Digital \$30 Shopify Pirate Life gift card	\$30.00	\$90,000.00
	3,000	Gourmet Traveller 6 month print magazine subscription	\$59.94	\$179,820
	1,000	Case of 16 x 355ml Pirate Life South Coast Pale Ale cans	\$52.00	\$52,000
	20	South Coast longboard	\$250.00	\$5,000.00
	<p>All instant win prizes will be delivered to winners via email and/or by post (depending on prize), as specified by the Promoter.</p> <p>The Promoter must follow the NSW and NT regulations in respect to awarding alcohol as a prize. To ensure NSW and NT regulations are complied with, if a person who resides in NSW or NT wins the 'Case of 16 x 355ml Pirate Life South Coast Pale Ale cans' prize, they will be offered a Digital \$50 Shopify Pirate Life gift card as an alternative non-alcoholic prize in replacement of the original prize.</p> <p>Major prizes</p> <p>Each major prize is an Australian holiday (of the winner's choice chosen from a selection provided by the Promoter) for the winner and 1 adult for 3 nights, valued at up to \$6,000 depending on the winner's point of departure and selected destination. See "Travel prize" section below for further prize details.</p>			
Travel prize	<p>If you win the major prize, your prize will be a trip for you and 1 adult companion to Australian destination as selected by you (from the list provided by the Promoter), valued at up to \$6,000 which includes the following:</p> <p>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city to the capital city airport nearest to your destination and return transfers between the destination airport and the accommodation, for you and your companion. Depending on the location selected, transfers may consist of regional flights or a hire car (as determined by the Promoter). Flights are not included if you live in the destination state/territory;</p> <p>(b) 3 nights' accommodation (as determined by the Promoter, depending on the location selected);</p> <p>(c) 3 meals (as determined by the Promoter); and</p> <p>(d) Experiences and activities intended on each trip will either be pre-paid by the promoter or provided in gift card or eftpos card (as determined by the Promoter, depending on the location selected).</p> <p>Any car hire awarded as part of the major prize is subject to any conditions of the car hire provider. If you are the winner, you (or your companion) must be aged 21 years or over and must have a current Australian driver's licence.</p> <p>Without limiting paragraph 3, the major prize must be completed by 31/03/2022. Blackout periods may apply.</p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>			
Total prize pool	<p>The instant prize pool is \$416,820.</p> <p>The major prize pool is up to \$30,000.</p> <p>The total prize pool is up to \$446,820</p>			

How many times can I enter?	There is no limit on the number of entries you can submit, provided each entry is submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	<p>All winners will be notified in writing by email within two days of determination.</p> <p>Winners of a Major Prize will also be notified by phone.</p> <p>Major winners will have their name and state/territory of residence published on the Website on 06/05/2021 for a period of 28 days.</p>
Proof of purchase	<p>You must keep original itemised purchase receipt(s) as proof of purchase for all entries.</p> <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>Proof of purchase must be identical to that provided by you with 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>
Unclaimed prizes	<p>Instant prize claim date (excl. South Coast longboard): 11.00am (AEDT) on 20/03/2022.</p> <p>Major prize and South Coast longboard claim date: 11.00am (AEST) on 03/06/2021</p> <p>Major prize and South Coast longboard unclaimed prize determination: 12pm (AEST) on 03/06/2021 at the same location as the original draw.</p> <p>If a major prize or South Coast longboard instant win 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 re-award the relevant prize/s to Reserve Entrant/s and/or 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 who (if possible) have not already won an unclaimed prize. Any winner/s will be informed:</p> <ul style="list-style-type: none"> • by phone; and • in writing, <p>within two days of determination. Major winner/s will have their name and state/territory of residence published on the Website on 07/06/2021 for a period of 28 days.</p> <p>For the avoidance of doubt, instant prizes (excl. South Coast longboard) will not be included in the unclaimed prize draw. If any instant prize (excl. South Coast longboard) is not claimed by the instant prize claim date above, the relevant entrant will no longer be able to access that prize and the prize will be forfeited from the prize pool.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 07/07/2021.</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 Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: https://blackhawknetwork.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, 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: https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. 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. TP20/01526</p> <p>SA Licence No. T20/1355</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 prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry 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) booking and availability of flights, accommodation and events;
 - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
 - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
 - (g) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, 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. 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 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.
- 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.