

## Welcome to Winning 2021 Promotion

### Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	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.
<b>Competition Period</b>	12.01am (AEDT) on 01/02/2021 to 11.59pm (AEST) on 30/06/2021.
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed outlets (excluding online) which are stocking specially marked products ( <b>Outlets</b> ) in Australia.
<b>Website</b>	4pinesbeer.com.au/winning
<b>Qualifying Purchase</b>	A specially marked case of 24 x 330ml 4 Pines Extra Refreshing Ale or 4 Pines Pacific Ale bottles (subject to stocks remaining) during the Competition Period.
<b>Entry instructions</b>	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) locate the promotional code on the Qualifying Purchase product; and (c) visit the Website, locate the entry page and fill out and submit the online entry form, providing the promotional code, and all other requested information to see if you have provisionally won an instant prize.  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).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
<b>How are instant win prizes awarded?</b>	There are up to 75,000 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Bamboo Marketing Pty Ltd, 20-40 Meagher St, Chippendale NSW 2008 ( <b>Bamboo Marketing</b> ).  You will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.
<b>What can I win?</b>	There are up to 75,000 instant win prizes available to be won as follows: <ul style="list-style-type: none"> <li>• 56,250 x \$20 Deus Gift Voucher; and</li> <li>• 18,750 x Deus Cap valued up to \$36 each.</li> </ul> Instant win prizes will be sent to each winner's nominated Australian residential address or email address (as relevant to prize) as specified in their online entry form within 28 days of verification.  Deus Gift Vouchers must be redeemed 6 months from the date that they are awarded. Vouchers cannot be used in conjunction with any other offer. There is a \$60 minimum spend to use the Deus Gift voucher.
<b>Total prize pool</b>	The total prize pool is up to \$1,800,000.
<b>How many times can I enter?</b>	You can enter once per person per calendar week during the Competition Period. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	Winners will be notified on by return online message on the Website and in writing via email within two days of verification.

<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s); and</li> <li>• promotional code/s.</li> </ul> <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>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>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 11.59pm (AEST) on 30/09/2021.</p> <p><b>Unclaimed prize determination:</b> 12.30pm (AEST) on 01/10/2021 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the winner can't be contacted (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 in writing by email within two days of determination.</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 29/10/2021.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, 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. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, 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 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 <a href="http://cub.com.au/privacy-policy/">http://cub.com.au/privacy-policy/</a>) 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>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu">https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. 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>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP20/01415</p> <p>SA Licence No. T20/1273</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 Entry 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 validity periods.

4 The Deus Gift Vouchers are subject to the terms and conditions for the vouchers, located at [www.deuscustoms.com](http://www.deuscustoms.com).

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 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, 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.

7 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.

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

9 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.

10 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.

11 By entering, you request that your full address not be published.

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, 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.