

The Draft Community Footy On Pack Promotion

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can enter?	Only Victorian and New South Wales residents who: <ul style="list-style-type: none"> (a) are aged 18 or over; and (b) nominate a community Australian Rules football club that is: <ul style="list-style-type: none"> i. located and registered in Victoria or New South Wales that competes in a local or regional Australian Rules league; and ii. that has a competitive seniors team, (a Footy Club).
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: <ul style="list-style-type: none"> (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Competition Period	12.01am (AEST) on 10/04/2023 to 11.59pm (AEST) on 11/06/2023.
Where will the competition run?	The competition will run in participating liquor licenced outlets (including online) which are stocking specially marked cases (Outlets) in Victoria and New South Wales only.
Website	thecarltondraft.com.au/wincashforclubs
Qualifying Purchase	A specially marked 24 pack case of Carlton Draught (bottle or cans).
Entry instructions	<p>You must:</p> <ul style="list-style-type: none"> (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) locate the unique code inside the Qualifying Purchase case; (c) during the Competition Period scan the QR code on the case or directly visit the Website, locate the entry page and fill out and submit the online entry form including by providing the unique code, nominating a Footy Club, and providing all other requested information to enter your nominated Footy Club into the major prize draw and to see (on screen) if you have provisionally won an instant win prize for your nominated Footy Club. <p>Before entering and nominating a Footy Club in this competition, you must have previously received the express consent from the Footy Club's authorised representative (i.e. an official committee or board member or club secretary).</p> <p>For the avoidance of doubt, you (as the entrant) will not be able to win a prize for yourself and you will have no right or entitlement to any prize; your entry will put your nominated Footy Club in with a chance to win prizes.</p> <p>For the sake of clarity, as an entrant you relinquish any and all rights to a prize.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
How are instant prizes awarded?	There are in total up to 100 instant win prizes to be awarded randomly during the Competition Period based on pre-determined times as selected via a computerised random system at CUB 1House, 58 Queens Bridge Street, Southbank Vic 3006.
How many major prize winners will there be and how will they be chosen?	<p>There will be 5 major prize winners determined in respect of this competition.</p> <p>There will be 1 major prize draw conducted. The major prize draw will be held at 12pm (AEST) on 19/06/2023 at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne Vic 3000.</p> <p>The first five valid entries drawn randomly from the entries received during the Competition Period (including previous instant winning entries) will each win a major prize for the nominated Footy Club as specified on the winning entry.</p>

	The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant/Footy Club is deemed invalid or a prize is unclaimed (Reserve Entrants).												
What can I win?	<p>There are up to 105 prizes available – up to 100 instant win prizes and 5 major prizes.</p> <p>Instant win prizes</p> <p>There are 2 types of instant win prizes to be won, as follows:</p> <table border="1"> <thead> <tr> <th></th> <th>Instant Win Prize type</th> <th>Value</th> <th>Number available to be won</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>5x slabs (24x 375ml cans) of Carlton Draught* for the nominated Footy Club to use for a private (18+ only) function.</td> <td>\$250</td> <td>50</td> </tr> <tr> <td>2.</td> <td>5x Sherrin leather match day (red) size 5 training balls for the nominated Footy Club.</td> <td>\$800</td> <td>50</td> </tr> </tbody> </table> <p>*The Promoter must follow the NSW regulations that state only a maximum of 20L of alcohol can be awarded in an entire competition. To ensure the 20L limit in NSW is not exceeded, any NSW winning Footy Clubs will not receive 5 slabs of Carlton Draught but will instead receive a \$250 digital Visa gift card.</p> <p>Where applicable, any ancillary costs associated with redeeming the digital Visa card are not included. Redemption of the Visa gift card is subject to the terms and conditions associated with the Visa gift card located at www.only1visagiftcard.com.au.</p> <p>Major prizes</p> <p>Each major prize is \$10,000 transferred to the winning nominated Footy Club's AU bank account.</p> <p>A Footy Club can only win 1 major prize.</p> <p>For the avoidance of doubt, the Promoter will only contact the person who submitted the winning entry in this competition.</p> <p>Once the Promoter has contacted the entrant with the winning entry, the entrant must then, within the timeframe specified by the Promoter, ask their nominated Footy Club's authorised representative (e.g. club President or Secretary) if they agree to be contacted by the Promoter (or the Promoter's agency) by phone and email, and upon obtaining such express consent, the Promoter (or the Promoter's agency) will then contact that authorised representative by phone and email to allow the nominated Footy Club to claim and receive the prize.</p> <p>The Promoter will award the prize to the authorised representative of the nominated Footy Club and if the nominated Footy Club accepts with the timeframe specified, they will be deemed the "winner" of the prize and accepts to be bound by these Terms and Conditions.</p> <p>The Promoter will contact the entrant who submitted the winning entry to verify (if required) their age and state of residence, as well as the name and location of the nominated Footy Club. The Promoter may, at any time, require you and/or the nominated Footy Club to produce documentation to establish, to the Promoter's satisfaction, your name or age or place of residence and the Footy Club's name, location and proof of registration in Vic or NSW, as applicable.</p>		Instant Win Prize type	Value	Number available to be won	1.	5x slabs (24x 375ml cans) of Carlton Draught* for the nominated Footy Club to use for a private (18+ only) function.	\$250	50	2.	5x Sherrin leather match day (red) size 5 training balls for the nominated Footy Club.	\$800	50
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Total prize pool	<p>The instant win prize pool is up to \$52,500.</p> <p>The major prize pool is up to \$50,000.</p> <p>The total prize pool is up to \$102,500.</p>												
How many times can I enter?	Multiple entries per person are permitted, provided you only enter once per Qualifying Purchase, per receipt and per unique code. Each entry must be submitted separately in accordance with these Terms and Conditions.												

<p>How and when will the winner/s be informed?</p>	<p>All entrants will see on screen at the time of entering if they have provisionally won an instant win prize for their nominated Footy Club. If the message on screen indicates an instant win prize has been won, you will be sent an email within 10 business days with instructions on contacting your nominated Footy Club so that the Promoter can then provide the prize to that nominated Footy Club.</p> <p>If your entry was drawn as the winning entry in the major prize draw you will be notified by phone and email within 5 business days of determination and your name and state/territory of residence, as well your nominated Footy Club's name and state location will be published on the Website on 07/07/2023 for a period of 28 days.</p>
<p>Proof of purchase</p>	<p>You must keep the original itemised purchase receipt(s) as proof of purchase for all entries.</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 and before you submitted your entry).</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>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and your nominated Footy Club will lose any right to a prize.</p>
<p>Unclaimed/un-won prize/s</p>	<p>Prize claim date: 5pm (AEST) 04/08/2023.</p> <p>Unclaimed prize determination: 10am (AEST) 10/08/2023 at the same location as the major prize draw.</p> <p>If a prize has not been won, accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the entrant who submitted the winning entry or cannot contact the authorised representative of a winning nominated Footy Club (or a prize winning entrant/nominated Footy Club 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 to Reserve Entrants 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.</p> <p>Any such winners will be notified by phone and in writing within two business days of determination and will have their name and state/territory of residence as well as their nominated Footy Club's name and state location published on the Website on 17/08/2023 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a winner cannot be found, that information will be published on the Website on 22/09/2023.</p>
<p>Collection and use of your personal information</p>	<p>If you are a winner (either an entrant with a winning entry or a winning nominated Footy Club), 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, Footy Club name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's 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 Philippines, New Zealand, the UK and the Netherlands.</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 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).</p> <p>By entering, 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 competition.</p> <p>The Promoter's Privacy Policy (see www.asahi.com.au/privacy) 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> <p>If you have marked the “opt-in” box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database and the specified third party 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), the third party 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). You should contact the relevant third party for their privacy policy.</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: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at 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 number	<p>Authorised under: 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. Unique codes from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). 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 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity period/s.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 5 Any failure by you or (if applicable) your companion 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).
- 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 or verifying your identity (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 (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.

8 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.

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 instant win 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, a 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.