

## Green Beacon Brewing Co - The Golden Packs Promotion Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.													
<b>Purchase Period</b>	12.01am (AEST) on 25/05/2024 to 11.59pm (AEST) on 31/08/2024.													
<b>Entry Period</b>	<p><b>Entry Period 1:</b> 12.01am (AEST) on 01/06/2024 to 11.59pm (AEST) on 30/06/2024.</p> <p><b>Entry Period 2:</b> 12.00am (AEST) on 01/07/2024 to 11.59pm (AEST) on 31/07/2024.</p> <p><b>Entry Period 3:</b> 12.00am (AEST) on 01/08/2024 to 11.59pm (AEST) on 31/08/2024.</p> <p>(each, an <b>Entry Period</b>).</p>													
<b>Who can enter?</b>	Only residents of New South Wales and Queensland who are aged 18 or over.													
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>													
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed outlets (including online) which are stocking specially marked products ( <b>Outlets</b> ) in New South Wales and Queensland..													
<b>Website</b>	<a href="http://www.greenbeacon.com.au/enter-the-golden-lid">www.greenbeacon.com.au/enter-the-golden-lid</a>													
<b>Qualifying Purchase</b>	<p>A specially marked 4 pack or 16 pack of</p> <ul style="list-style-type: none"> <li>• 375 ml Green Beacon Wayfarer, Windjammer or Subtropic golden lid cans.</li> </ul> <p>For the avoidance of doubt, each participating pack must contain cans with golden lids and a promotional sticker on the outer packaging.</p>													
<b>Entry instructions</b>	<p>You must:</p> <p>(a) during the Purchase Period make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt;</p> <p>(b) then during an Entry Period:</p> <ol style="list-style-type: none"> <li>i. locate the promotional sticker on the Qualifying Purchase packaging and peel to reveal the QR code; and</li> <li>ii. scan the QR code with your smartphone to visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to enter the draw for that Entry Period.</li> </ol> <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 Purchase Period before you submitted your entry).</p> <p>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.</p>													
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be in total 103 winners determined in respect of this competition – 100 minor winners and 3 major winners, as follows:</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Entry Period</th> <th>No. of Major Winners</th> <th>No. of Minor Winners</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> <td>34</td> </tr> <tr> <td>2</td> <td>1</td> <td>34</td> </tr> <tr> <td>3</td> <td>1</td> <td>32</td> </tr> </tbody> </table> <p>There will be 3 draws conducted – 1 per Entry Period.</p> <p>Each draw will be held at 12pm (AEST) at Gadens Lawyers, L13 447 Collins Street, Melbourne VIC 3000 on the following dates for each Entry Period:</p>		Entry Period	No. of Major Winners	No. of Minor Winners	1	1	34	2	1	34	3	1	32
Entry Period	No. of Major Winners	No. of Minor Winners												
1	1	34												
2	1	34												
3	1	32												

		<b>Entry Period</b>	<b>Draw Date</b>
		1	04/07/2024
		2	07/08/2024
		3	05/09/2024

**For Entry Period 1 draw**, the first valid entry drawn randomly from the entries received during Entry Period 1 will win a major prize and the next 34 valid entries drawn randomly will each win a minor prize

**For Entry Period 2 draw**, the first valid entry drawn randomly from the entries received during Entry Period 2 will win a major prize and the next 34 valid entries randomly drawn in will each win a minor prize.

**For Entry Period 3 draw**, the first valid entry drawn randomly from the entries received during Entry Period 3 will win a major prize and the next 32 valid entries randomly drawn will each win a minor 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**).

Entries received in respect of each draw will not roll over to subsequent draws.

**What can I win?** There are 103 prizes available –100 minor prizes (34 in Entry Period 1, 34 in Entry Period 2 and 32 in Entry Period 3) and 3 major prizes (1 for each Entry Period).

**Minor prizes**

Each minor prize is a Green Beacon Merchandise pack valued at \$255 that includes:

- 1 x Green Beacon branded limited edition cap (Adult size) valued at \$35;
- 1 x Green Beacon Beer Glass valued at \$20; and
- 1 x Green Beacon branded ice box valued at \$200.

**Major prize**

Each major prize is \$10,000 cash awarded to the winner via bank transfer to their nominated Australian bank account. The Promoter is not liable if the winner does not provide the correct AU bank account details.

You can only win one of each prize type.

**Total prize pool**

The minor prize pool is \$25,500.

The major prize pool is \$30,000.

The total prize pool is \$55,500.

**How many times can I enter?** You can enter multiple times, provided you only enter once per Qualifying Purchase, once per receipt and once per day. Each entry must be submitted separately in accordance with these Terms and Conditions.

**How and when will the winner/s be informed?** Winners will be notified by phone in writing by email within 2 business days of determination.

**Proof of purchase**

You must keep the following as proof of purchase for all entries:

- original itemised purchase receipt(s).

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.

Proof of purchase must be identical to that provided by you with your entry.

If, in the Promoter's opinion based on the available information, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.

**Unclaimed prize**

**Prize claim date:** 5pm (AEDT) on 07/10/2024.

**Unclaimed prize determination:** 12pm (AEDT) on 08/10/2024 at the same location as the original draws.

	<p>If a 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. Any winners will be informed by phone and in writing by email within 2 business days of determination.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 06/11/2024.</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 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 Spam Act 2003 (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 Spam Regulations 2021 (Cth). 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 <a href="https://asahi.com.au/privacy">https://asahi.com.au/privacy</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="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/ql/ql4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/ql/ql4001-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>
<b>Permit number</b>	<p>Authorised under:</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 an 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 outside its reasonable control. 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 specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any

alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

- 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 material failure by you 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 You 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 do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially 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 reasonable satisfaction the validity of your entries and/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.

- 8 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.

- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.

- 10 If any dispute arises between you and the Promoter concerning the conduct of this competition 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.

- 11 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.

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

- 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 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.

- 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 paragraphs, 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), due to circumstances beyond the Promoter's reasonable control. 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.