Carlton Draught THE DRAFT 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, New South Wales, the Australian Capital Territory, South Australian and Tasmanian residents who: (a) are aged 18 or over; and (b) nominate a community Australian Rules football club that is: i. **located and registered in Victoria, New South Wales, the Australian Capital Territory, South Australia or Tasmania** 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: (a) the Promoter; and (b) the agencies, companies or participating premises/outlets associated with this competition.
Competition Period	12.01am (AEST) on 22/04/2024 to 11.59pm (AEST) on 28/06/2024.
Where will the competition run?	The competition will run in participating independently owned liquor licenced outlets only in Vic, NSW, ACT, SA and Tas (including online for delivery/pick up in those relevant states) which are stocking specially marked cases (the **Outlets**).
Website	www.carltondraughtfootywins.com.au
Qualifying Purchase	A specially marked 24 pack case of Carlton Draught (bottle or cans).
Entry instructions	You must: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) locate the unique code inside the Qualifying Purchase case; and (c) then during the Competition Period, use your smartphone to 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 see (on screen) if you have provisionally won an instant win prize and to enter the major prize draw. **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). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How are instant prizes awarded?	There are in total up to 3,889 instant win prizes to be awarded randomly during the Competition Period as selected via a computerised random system at Pilgrim Communications, 23 Norton Street, Suite 51A, Leichhardt, NSW 2040 (**Pilgrim**).
How many major prize winners will there be and how will they be chosen?	There will be 3 major prize winners determined in respect of this competition. There will be 1 major prize draw conducted. The major prize draw will be held at 12pm (AEST) on 12/07/2024 at Pilgrim. The first three valid entries drawn randomly from the entries received during the Competition Period (including previous instant winning entries) will each win a major prize.

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	The Promoter/Pilgrim may draw additional reserve entries in a draw and record them in order, in case entry/entrant is deemed invalid or a prize is unclaimed (**Reserve Entrants**).
What can I win?	There are up to 3,892 prizes available – up to 3,889 instant win prizes and 3 major prizes. **Instant win prizes** Each instant win prize is a $20 Prezzee e-voucher which the winner can exchange on the Prezzee official website (at www.prezzee.com.au) for a sporting retailer e-voucher from the selection of sporting retailers specified. Once the exchange occurs, new expiry dates may be set and the terms and conditions of the chosen retailer e-voucher will apply. Any ancillary costs associated with redeeming the Prezzee e-voucher are not included. Redemption of the e-voucher is subject to the terms and conditions as imposed by Prezzee. **Major prizes** Each major prize is $10,000 transferred to the winner's nominated AU bank account. The Promoter is not liable if incorrect AU bank account details are provided to the Promoter. Max 1 major prize per person (excluding SA residents). For each major prize, the Promoter will also award $10,000 to the major prize winner's nominated Footy Club (as specified on the major prize winner's form and subject to being validated by the Promoter), provided that the winner obtains the necessary consent of their nominated Footy Club as required by these Terms and Conditions, which will be transferred to the Footy Club's AU bank account (**Footy Club Prize**). For clarity, a major prize winner will not be able to change their nominated Footy Club at any time (unless the Promoter deems to necessary to allow this, in its absolute discretion) and the major prize winner has no entitlement to the Footy Club Prize. For the avoidance of doubt, the Promoter and/or the Promoter's appointed agency (on behalf of the Promoter) will only contact the major prize winner (the entrant) who submitted the winning entry in this competition. Once the Promoter has contacted the major prize winner, the major prize winner 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 must confirm to the Promoter that they have obtained such express consent. Once the major prize winner has obtained such express consent and has confirmed this with the Promoter (within the timeframe specified), the Promoter (or the Promoter's agency) will then contact that Footy Club authorised representative by phone and email to allow the nominated Footy Club to claim and receive the Footy Club Prize. For the avoidance of doubt, the major prize winner must confirm the Footy Club's consent in the timeframe specified otherwise the Footy Club Prize cannot be awarded to that nominated Footy Club (however the major prize winner will still receive their prize). The Promoter will award the Footy Club 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 Footy Club Prize and accepts to be bound by these Terms and Conditions. The Promoter will contact a major prize winner 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 reasonable satisfaction, your name or age or place of residence and the Footy Club's name, location and proof of registration in Vic, NSW, ACT, SA or Tas, as applicable.
Total prize pool	The instant win prize pool is up to $77,780. The major prize pool is $30,000 and the Footy Club Prize pool is $30,000. The overall total prize pool is up to $137,780.
How many times can I enter?	Maximum 10 entries per person for the entire Competition Period 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.

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How and when will the winner/s be informed?	All instant win prize winners will see on screen at the time of entering if they have provisionally won an instant win prize. Upon verification if required, you will be sent an email with instructions on how to redeem your instant win prize. Major prize winners will be notified by phone and email within 5 business days of determination and their name and state/territory/postcode of residence, as well as their nominated Footy Club's name and state location will be published on the Website on 19/07/2024 for a period of 28 days.
Proof of purchase	You must keep the original itemised purchase receipt(s) as proof of purchase for all entries. 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 before you submitted your entry). 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 and your nominated Footy Club will lose any right to a prize. If, in the Promoter's opinion based on the information available, 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 any prize.
Unclaimed/un-won prize/s	There will be no unclaimed instant win prizes. All instant win prizes, upon verification if required, will be automatically awarded to winners via email to the email address associated with their entry. It is an entrant's responsibility to ensure that they enter their email address correctly. If they fail to enter their email address correctly, the prize will be forfeited. **Major prize claim date:** 5pm (AEST) 12/08/2024. **Unclaimed major prize determination:** 12pm (AEST) 13/08/2024 at Pilgrim. If a major 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 major prize winner by the prize claim date above, the relevant entry/ies will be discarded (including the nominated Footy Club associated with that entry) and the Promoter will re-award the major prize to Reserve Entrant/s or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any such winners in this draw will be notified by phone and in writing within two business days of determination and will have their name and state/territory/postcode of residence (as well as their nominated Footy Club's name and state location) published on the Website on 20/08/2024 for a period of 28 days. 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 23/09/2023. If a major prize winner does not confirm if the Footy Club has agreed to be contacted directly by the Promoter to accept the Footy Club Prize, or if consent has been confirmed but the Promoter cannot then contact the authorised representative of a major prize winner's nominated Footy Club or another authorised representative of a major prize winner's nominated Footy Club (or the nominated Footy Club does not contact the Promoter) by the prize claim date above, the Footy Club Prize will not be awarded to that Footy Club In such circumstances, the Promoter will ask the major prize winner to nominate another Footy Club and the major prize winner must obtain and confirm the newly nominated Footy Club's consent (for the Promoter or the Promoter's agency to contact that Footy Club directly) in the timeframe specified, to allow the Promoter to award the Footy Club Prize. This process may continue with the major prize winner until a Footy Club Prize can be awarded. However, if after all reasonable attempts are made the major prize winner cannot obtain/confirm consent from a Footy Club (to be contacted by the Promoter or the Promoter's agency), the Footy Club Prize will be forfeited.
Collection and use of your personal information	If you are a winner (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/insignia in any promotional or advertising activity. 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

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	organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. 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. The Promoter's Privacy Policy (see www.asahi.com.au/privacy) includes information about: (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.
Responsible drinking	**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. All advertising material for this competition will include a message regarding responsible consumption of alcohol.
Permit numbers	Authorised under: ACT Permit No. TP23/02695 SA Permit No. T23/2049 NSW Authority No. TP/00044

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, spam filters, 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. 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.

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General

5 Any material 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 materially 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.

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 for reasons outside the Promoter's reasonable control, 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 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 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

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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.

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