XXXX IBA Easter On-Pack Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	XXXX IBA Easter On-Pack Promotion
Promoter:	Lion - Beer, Spirits & Wine Pty Ltd ABN 13 008 596 370, Level 7, 68 York St, Sydney, NSW 2000, Australia. Ph: 1800 308 388 For any inquiries regarding this Promotion, please contact the Promoter at lionau-enquiries@lionco.com or on 1800 308 388
Promotional Period:	**Start date:** 04/03/24 at 09:00 am AEDT **End date:** 29/04/24 at 11:59 pm AEST
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion, entrants must complete the following steps during the Promotional Period: a) purchase a specially marked case of XXXX Gold (30 cans), to share, from a participating retailer in Australia (Cellarbrations, The Bottle-O, IGA Liquor, Big Bargains, Porters, Ritchies and Thirsty Camel, including their respective online stores) ("Participating Venues"); and b) visit xxxxpromo.com.au/winahilux, follow the prompts to the Promotion entry page; fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address, mobile number, full residential address), store chain of purchase and provide the unique code from the specially marked carton purchased and (optional) select the relevant tick box to consent to receipt of marketing from the Promoter. Upon completing the above steps, entrants will receive one entry into the Major Prize Draw and one chance at an instant win prize. Entrants will be notified immediately on screen upon entry form submission if they have won an instant win prize, subject to verification. **Proof of Purchase:** The entrant must retain proof of purchase. The proof of purchase required is an original receipt and the unique code from the specially marked case.
Entries permitted:	Multiple entries permitted subject to the following: a) limit one (1) entry permitted per eligible case purchased; b) limit one (1) entry permitted per person per day; c) only one (1) unique code per entry is permitted; d) the same unique code cannot be used more than once; e) unrecognised codes will be deemed invalid; f) maximum of five (5) entries per person in total for the entire Promotion; and g) each entry must be submitted separately in accordance with the entry instructions above.
Total Prize Pool:	Up to AUD $805,189.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is a 2023 Hilux 4x4 SR5 2.8L T Diesel Automatic Double Cab in Graphite colour. Vehicle Trim - Black Leather Accented with SR5 + premium interior with automatic transmission, including registration, compulsory third party insurance, stamp duty and dealer	1	Up to AUD$75,189.00	Major Draw: computerised random selection - 03/05/24 at 12:00 pm AEST

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delivery charges (which may vary from State by State).			
Instant Win Prize: The prize is a $10 Vault Pays-enabled Prepaid Mastercard® to be spent in a Participating Venue.	Up to 73,000	AUD$10.00	Instant Win

Further Terms:	Major Prize: ● The winner must collect the prize from their nearest authorised Toyota Hilux dealership once available (subject to any delays in the manufacturing process). The prize may take up to 12 months to be delivered. ● Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. ● If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. Instant Win Prizes: Any ancillary costs associated with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. We will not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
Winner notification:	The major prize winner will be contacted by phone and in writing within seven (7) days of the draw and published at xxxxpromo.com.au/winahilux on 10/05/24.
Unclaimed Prizes:	The Major Prize must be claimed by 04/07/24 at 12:00 pm AEST. In the event of an unclaimed prize, the unclaimed prize draw will take place on 05/07/24 at 12:00 pm AEST at Pilgrim Communications, 51A / 23 Norton Street, Leichhardt NSW 2040, Australia. Any unclaimed prize draw winners will be notified by phone and in writing within seven (7) days of the unclaimed prize draw and published at xxxxpromo.com.au/winahilux on 12/07/24. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published on the promotional website.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses

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involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. Major Draw:
   a) The Major Prize Draw will take place at Pilgrim Communications, 51A / 23 Norton Street, Leichhardt NSW 2040, Australia at 12:00 pm AEST on 03/05/24 using computerised random selection.
      i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
      ii) The draw conductor may draw additional reserve entries in the case an invalid entry or entrant is drawn.
   b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. Instant Win:
   a) Instant Prize Winners will be notified immediately if they have won on screen upon entry form submission. The probability of winning an instant win prize is 1 in 2.
   b) Quality control errors will not invalidate an otherwise valid prize claim.
   c) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
   d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
   e) The maximum number of specially marked cases that will be distributed during the Promotion is 146,000.
7. All reasonable attempts will be made to contact the Major Prize winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
11. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at https://www.liquorandgaming.nsw.gov.au/.
12. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
13. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
14. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
15. No entry fee is charged by the Promoter to enter the Promotion.

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16. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
17. The prize will either be awarded to the owner or the manager or the Promoter's store representative of the winning store (as determined by the Promoter).
18. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may, if the entrant selects the respective tick box on entry, use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://www.lionco.com/legal/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
19. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
20. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
21. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
22. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
23. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
24. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
25. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter’s decision will be final.

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26. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
27. The winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
30. A Participating Venue will not offer this Promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities.
31. Authorised under: ACT Permit No. TP 23/02193, NSW Authority No. TP/02606 and SA Permit No. T23/1685.

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