VB Low Carb Vault Program

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can enter?	Only Queensland residents who are aged 18 or over.
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 associated with this competition.
Competition Period	12.01am AEST on 11/03/2024 to 11.59pm AEST 31/03/2024 (or until prizes exhausted, whichever occurs earlier).
Social Media Account	www.facebook.com/victoriabitter www.instagram.com/victoriabitter
Entry instructions	To enter, you must, during the Competition Period, click on the Promoter's sponsored ad on Facebook/Instagram to locate the entry page and fill out and submit the entry form and providing all other requested information. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many winners will there be and how will they be chosen?	There will be up to 1,500 winners determined in respect of this competition The first 1,500 valid entries received during the Competition Period will each win a prize.
What can I win?	There are up to 1,500 prizes available. Each prize is a $10 First Choice Liquor Pays-enabled Prepaid Gift Card. *Any ancillary costs associated with redeeming the First Choice Liquor Pays-enabled Prepaid Gift Card ("the Card") are not included. The Card must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Card any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 ("Vault"). See www.vaultps.com.au/terms-conditions for terms and conditions.*
Total prize pool	The total prize pool is up to $15,000.
How many times can I enter?	You can enter once for the entire Competition Period.
How and when will the winner/s be informed?	Winners will be notified on screen at the time of entering.
Unclaimed prize/s	There will be no unclaimed prizes. All prizes will be automatically awarded to winners via SMS to the phone number associated with their entry. It is an entrant's responsibility to ensure that they enter their phone number correctly. If they fail to enter their phone number correctly, the prize will be forfeited. Should there be any prizes remaining at the end of the Competition Period, these will be forfeited.
Collection and use of your personal information	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. 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.

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	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 https://asahi.com.au/privacy) includes information about: (c) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (d) 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: https://www.nhmrc.gov.au/health-advice/alcohol. 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. All advertising material for this competition will include a message regarding responsible consumption of alcohol.

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. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. The Promoter is not liable for any problems with communications networks outside its reasonable control. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

3 Every entry must be your original work and not copied. You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

4 You must not include any other person in your entry unless they have consented to you submitting it in this competition. You must not include any person in your entry who is under the age of 18 years. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view.

5 The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.

6 Where entry is via Instagram, you must follow the relevant Instagram Social Media Account up until the determination of the winner/s in order to be eligible to receive a prize.

Prizes

7 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, including, as relevant:

(a) validity period/s;

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(b) booking and availability of flights, accommodation and events;

(c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);

(d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;

(e) travel dates and specified travel exclusion periods;

(f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;

(g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and

(h) a requirement to present your credit card when checking in to accommodation.

8 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.

9 Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the relevant premises staff and management. The Promoter is not responsible for how a premises conducts and executes its responsible service of alcohol guidelines. Staff and management reserve the right to refuse service of alcohol to any prize winner/s or their companion/s if they are deemed to be inebriated.

General

10 Any material failure by you or (if applicable) your companion/s 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).

11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially including if the prize is on set dates and you are unable to take the prize on the relevant date/s, 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 (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.

12 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.

13 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they materially breach these conditions, whether or not legally bound by them.

14 If you (or your companion/s, if applicable), in the reasonable opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

15 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.

16 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.

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17 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.

18 If publication will take place, by entering, you request that your full address not be published.

19 Where relevant for instant win promotions, 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.

20 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, 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.

21 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

22 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.

23 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).

24 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.

25 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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