

## SCHEDULE

GENERAL	
<b>Name</b>	<b>Eaton Tavern Weekly Draw Promotion</b>
<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Boulevard, Southbank, Vic 3006. Phone: 1800 007 282.
<b>Eligibility</b>	<p>To enter this competition, entrants must be an Australian resident aged 18 or over and must be present in the Venue at the time of the relevant draw.</p> <p>Entries WILL NOT be accepted from directors, officers, management and employees (and their immediate families) of the Promoter or of the agencies or companies or participating venue connected with this competition.</p> <p>Immediate families 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.</p>
WHERE AND WHEN THE COMPETITION WILL RUN	
<b>Relevant State</b>	This competition will run in WA only.
<b>Competition Period</b>	02/03/2017 to 01/03/2018.
<b>Competitions Days</b>	Every Thursday during the Competition Period, from 5:00pm to 6:59pm (AWST).
<b>Venue</b>	This competition will run in the Relevant State at the Eaton Tavern, 1 Albatross Crescent, Eaton WA 6232.
<b>Participating Products</b>	Carlton Dry and Great Northern Super Crisp.
ENTRY DETAILS	
<b>Entry Process</b>	<p>To enter, entrants must, on a Competition Day:</p> <ol style="list-style-type: none"><li>purchase a schooner of any Participating Product (<b>Eligible Purchase</b>) from the Venue to receive an entry form;</li><li>then fill out the entry form and place it in the Venue's entry box to enter the draw for that Competition Day.</li></ol>
ENTRIES PERMITTED	
<b>Number of Entries Allowed</b>	Entrants are limited to Eligible Purchases totalling 4 standard drinks per Competition Day.
WINNER DETERMINATION	
<b>Winners selected via a Draw</b>	<p>There will be 52 winners selected, one winner per Competition Day.</p> <p>The winners will be selected via a manual random draw at 7:00pm (AWST) on each Competition Day at the Venue.</p> <p>In order to win a prize, entrants must be present in the Venue at the time of the relevant draw.</p> <p>In each draw, the first valid entry drawn from all entries received during the Competition Day will win the prize for that Competition Day.</p> <p>In each draw, additional reserve entries may be drawn and recorded (in order), in the event that an invalid entry or ineligible entrant is drawn or the entrant is ineligible to accept the prize. If an invalid entry or ineligible entrant is drawn, the prize will be awarded to the first reserve entry drawn. This process will continue until a clear winner is determined.</p> <p>Where no entries are received for a particular Competition Day no draw will occur and the prize will be forfeited.</p> <p>Entries from one Competition Day will <b>not roll over</b> to other Competition Day draws.</p>
PRIZE/S TO BE WON	

---

<b>Prize Details</b>	There are in total 52 prizes to be won; one prize per Competition Day. Each prize is a Venue food and drink voucher, valued at \$50. Use of the Venue voucher is subject to the terms and conditions specified by the Venue. RSA applies.
<b>Prize Pool</b>	The overall total prize pool is valued at \$2,600.
<b>NOTIFYING WINNER/S</b>	
<b>Notification Details</b>	Winners will be announced verbally at the Venue at the time of the relevant draw. The Promoter cannot guarantee that announcements from the draw spot can be heard clearly in all parts of the Venue. The Promoter recommends that entrants be close to the draw spot in order to hear the announcement.
<b>PRIZE CLAIM DETAILS</b>	
<b>Prize Claim Date</b>	To win the prize, the drawn winner will have 5 minutes from the draw to present themselves at the draw spot. During the 5 minutes the Venue staff will make all reasonable endeavours to contact the drawn winner. If the Promoter is unable to locate the drawn winner within 5 minutes of the draw, and/or the drawn winner does not present themselves to Venue management at the draw spot of the Venue within 5 minutes of the relevant draw, their entry will be discarded and another valid entry will be drawn. The re-drawn winner will be given 5 minutes to claim the prize. This process will continue until a clear winner is determined.

---

## CONDITIONS

1 These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Entry**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this competition constitutes acceptance of these Conditions of Entry.

2 The Promoter's decisions regarding all aspects of this competition are final and no correspondence will be entered into.

### Treatment of Personal Information

3 All entries and any copyright subsisting in an entry will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. Those disclosures may include disclosures to organisations in locations such as the USA, the UK, India and Germany. By entering this competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://cub.com.au/privacy-policy/>, contains information about:

- (i) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
- (ii) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.

4 If an entrant has ticked the "opt-in" box on the entry form, the entrant consents to the storage of their personal information on the Venue's database and the Venue may use this information for future promotional and marketing purposes regarding the Venue's products and services including contacting the entrant via electronic messaging. Entrants should contact the Venue for the Venue's privacy policy.

### Entry Process

5 Entries must be received during the Competition Period. Entries must be on the original entry form.

6 Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

7 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including failure of entry forms being forwarded to the draw location (where applicable).

### Prize/s Awarded

8 The prizes are as specified in the Prize Details section of the Schedule and must be taken as offered and, if applicable, on the date/s specified.

9 Prize values are the recommended retail price (or an estimated value where a prize has no consumer price attributed) as provided by the prize supplier, include GST and are accurate as at the time of formulating these Conditions of Entry. The Promoter accepts no responsibility for change in prize value after that date.

10 The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.

11 A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter in accordance with these Conditions of Entry.

12 Prize/s not transferrable or exchangeable and cannot be redeemed for cash. Subject to any approval being required from the gaming authority/ies in the Relevant State/s where a permit has been issued for this competition, if a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, entrants agree to the Promoter awarding a comparable prize or prize element of equal or greater value as elected by the Promoter.

13 The Promoter is not liable for and will not provide any replacement prize for vouchers that are stolen, forged, damaged or tampered with any way once awarded or are not activated or used before the stated expiry date.

14 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 venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.

15 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s.

### Publication & Publicity

16 Where winner publication is required, each entrant requests that his or her full address not be published.

17 If requested by the Promoter, entrants and the winner/s (and the winner's guest/s, if applicable) must participate in all promotional activity (for instance publicity, filming and photography) in relation this competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

### Verification

18 The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will be deemed invalid.

19 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:

- a) submitted an entry which is not in accordance with these Conditions of Entry;
- b) breached any of these Conditions of Entry;
- c) tampered with or benefited from tampering with the entry/draw process or the operation of the competition;
- d) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition; or
- e) acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

### Liability

20 The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

21 Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter

and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.

- 22 These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.

**Other**

- 23 If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries, subject to any necessary approval from the gaming authority/ies in the Relevant State/s where permits have been issued.
- 24 The Promoter may run, communicate or advertise this competition using Facebook and/or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.
- 25 **The Promoter encourages consumers to enjoy alcohol responsibly.** Legally 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://www.nhmrc.gov.au/files\\_nhmrc/publications/attachments/ds10-alcohol.pdf](https://www.nhmrc.gov.au/files_nhmrc/publications/attachments/ds10-alcohol.pdf).