

Battle of Bevvies 2024 Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Battle of Bevvies 2024 Promotion								
Promoter:	<p>CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054</p> <p>For any inquiries regarding this Promotion, please contact the Promoter at promotions@asahibeverages.com or on 1800 244 054</p>								
Promotional Period:	<p>Start date: 21/10/24 at 09:00 am AEDT</p> <p>End date: 24/11/24 at 11:59 pm AEDT</p>								
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.								
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) spend at least \$20 in one (1) transaction on any Hard Rated or Great Northern product(s) (in any combination), to share from participating IBA Retailers where advertising for this promotion is displayed (including The Bottle-O, Cellarbrations and IGA Liquor outlets) or online at www.thebottle-o.com.au, www.cellarbrations.com.au or www.igaliquor.com.au ("Participating Venues"); and b) visit www.battleofthebevvies.com.au, 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 and state/territory of residence) and proof of purchase (uploaded original receipt); and vote for their preferred brand (either Hard Rated or Great Northern). <p>The instant winners will be notified on screen upon entry form submission, subject to verification and will receive an email confirmation.</p> <p>All entries will be eligible to win the major prize.</p> <p>Proof of purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt.</p> <p>The entrant must fill out the online entry form for every entry.</p>								
Winner Determination/Draw Details:	<p>All valid entrants will be entered into the major prize draw.</p> <p>The major prize draw will take place at KollwitzOwen, Suite 8/799 Springvale Rd, Mulgrave VIC 3170 at 12:00 pm AEDT on 02/12/24 using computerised random selection.</p> <ol style="list-style-type: none"> a) The first valid entry drawn will be the winner of the major prize. b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn. c) 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 the draw is determined by chance. 								
Entries permitted:	Only one (1) entry per person per day will be permitted. There is a maximum of five (5) entries permitted per person throughout the Promotional Period.								
Total Prize Pool:	AUD \$31,582.25								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method				
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Major Prize: The prize is \$5,000 paid by direct deposit to the winner's nominated Australian bank account.	1	AUD\$5,000.00	Draw: computerised random selection - 02/12/24 at 12:00 pm AEDT
Instant Prize 1: The prize is a Great Northern YETI Tundra 45 Hard Cooler.	15 (only available to individuals who vote for Great Northern)	AUD\$309.95	Instant Win
Instant Prize 2: The prize is a Great Northern Mimosa 80cm Black Steel Round Fire Pit.	10 (only available to individuals who vote for Great Northern)	AUD\$300.00	Instant Win
Instant Prize 3: The prize is a Hard Rated Grill King Wood Pellet 13" Portable Stone-Baked Pizza Oven.	10 (only available to individuals who vote for Hard Rated)	AUD\$250.00	Instant Win
Instant Prize 4: The prize is a Hard Rated UE Ultimate Ears Boom 3 Wireless Bluetooth Speaker.	15 (only available to individuals who vote for Hard Rated)	AUD\$229.00	Instant Win
Instant Prize 5: The prize is a Hard Rated Aussie Pal Insulated Booze Bag 35L Backpack.	20 (only available to individuals who vote for Hard Rated)	AUD\$199.95	Instant Win
Instant Prize 6: The prize is a Great Northern Aussie Pal Insulated Booze Bag 35L Backpack.	20 (only available to individuals who vote for Great Northern)	AUD\$199.95	Instant Win
Instant Prize 7: The prize is a \$50 Digital Prepaid Mastercard®.	100 (available to all entrants, regardless of vote)	AUD\$50.00	Instant Win
Prize Conditions:	<p><u>Instant Win Prizes:</u> The physical prizes will be delivered by mail to the winners' residential address that was submitted with their entry form within 28 days of successful winner contact. Winners cannot provide a PO box to fulfill prize delivery.</p> <p>The digital prizes will be delivered by email to the winners' email supplied on the entry form within 28 days of winner notification, subject to verification.</p> <p><u>Gift Cards:</u> Any ancillary costs associated with redeeming a 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.</p>		

	<p>Prepaid Mastercards: The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard and distributed by the TCN Group Pty Limited ABN 87 626 501 568. T&CS apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions.</p> <p>Major Prize: The winner must provide their Australian bank account details to the Promoter. The transfer will occur within 7 business days from receipt of Australian bank account details.</p>
Winner notification:	<p>The major prize winner will be contacted by email within seven (7) days of the draw. The major prize winner will be published at www.battleofthebevies.com.au by 09/12/24.</p> <p>The instant winners will be notified on screen upon entry form submission, subject to verification and will receive an email confirmation.</p> <p>Digital prizes will be sent within 28 days from winner notification to winners' email provided upon entry. Winners of instant win prizes valued above \$250 will be published at www.battleofthebevies.com.au by 09/12/24.</p>
Unclaimed Prizes:	<p>The Major Prize must be claimed by 03/02/25 at 12:00 pm AEDT. In the event of an unclaimed prize, the Major prize will be redrawn on 04/02/25 at 12:00 pm AEDT at KollwitzOwen, Suite 8/799 Springvale Rd, Mulgrave VIC 3170. The winner of the redraw will be notified by email within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at www.battleofthebevies.com.au by 11/02/25.</p> <p>There will be no unclaimed prize draw for instant win prizes as they are considered claimed once successfully sent to each winner's email/residential address. It is an entrant's responsibility to ensure that they enter their email address/residential address correctly.</p>
Further Instant Win Prize Information:	<p>Winners will be notified immediately if they have won on screen upon entry form submission, subject to verification and will receive email confirmation. Quality control errors will not invalidate an otherwise valid prize claim. 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.</p>

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 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. All reasonable attempts will be made to contact each winner.

6. 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.
7. 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.
8. 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://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>.
9. Entrants must keep their proof of purchase specified in the 'How to Enter' section 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.
10. 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.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. 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.
13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
14. 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.
15. Entrants' personal information will be collected by the Promoter directly or through its agents or contractors. By entering, the entrant consents to the Promoter keeping personal information on its database. The Promoter may use this information to conduct and manage the Promotion and for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://asahi.com.au/privacy>. 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, to communicate with the entrants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant 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 the Promotion.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
17. 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.

18. 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.
19. 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).
20. 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.
21. 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.
22. 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.
23. 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).
24. The winner(s) 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.
25. 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.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP 24/01857, NSW Authority No. TP/44 and SA Permit No. T24/1406.