

Sungazer Off-Prem IBA Offer

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can claim?	Only Australian residents who are aged 18 or over.
Who can't claim?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this offer.
Offer Period	12.01am (AEDT) 30/01/2023 to 11.59pm (AEDT) 28/02/2023.
Where will the offer run?	The offer will run in participating The Bottle-O, Cellarbrations, IGA Liquor, Ritchies (in Victoria and New South Wales), Porters Liquor and Big Bargain Bottleshop outlets (excluding online purchases) which are displaying promotional material (Outlets) in Australia.
Website	www.drinksungazer.com.au/promotions
Qualifying Purchase	Any 4 pack of Sungazer Fruity Beer Mango, Watermelon or Raspberry.
Claim instructions	To claim, you must, during the Offer Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) visit the Website, locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Offer Period before you submitted your claim). If your receipt includes more than 1 Qualifying Purchase, you can use the same receipt to claim, however, each claim must be submitted separately. For example, if your receipt has 2 x 4 packs of Sungazer Fruity Beer Mango, Watermelon or Raspberry, you must submit 2 separate claims using that same receipt. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.
How many successful claimants will there be and how will they be chosen?	The first 5,000 valid claims will receive a Vault Pays-enabled Prepaid Mastercard®. Gifts are awarded on a first in basis subject to validation. All claims are subject to validation. Allow up to 7 business days for claim to be validated. Maximum of 5 successful claims per person.
Gift	There are 5,000 gifts available. The gift is a refund of \$10 via Vault Pays-enabled Prepaid Mastercard®. Allow 7 business days from date of claim being validated to receive refund. Refund not transferable. 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.
Total gift pool	The total gift pool is \$50,000.

How many times can I claim?	You can claim up to 5 times for the entire Offer Period. Each claim must be submitted separately in accordance with these Terms and Conditions.
How and when will the successful claimants be informed?	Successful claimants will be notified by writing within two business days of having their claim validated.
Proof of purchase	You must keep your original itemised purchase receipt(s) as proof of purchase for all claims. If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a gift. Proof of purchase must be identical to that provided by you with your claim. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.
Collection and use of your personal information	If you are a successful claimant, 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 offer. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this offer, 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. 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 offer. 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 (c) 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. See also the NSW Standard Drink and Preventing Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication. All advertising material for this offer will include a message regarding responsible consumption of alcohol.
Permit numbers	Authorised under: NSW Authority No. TP/00044

- 11 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

Claim

- 12 Your claim must be received during the Offer Period and will be deemed to be received only when received by the Promoter. Where relevant, claim forms/scratch cards from any other offer cannot be used for this offer, and are void if copied, forged, stolen or interfered with. Where relevant, submitted

claim forms are the Promoter's property. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS claim is available, you will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks. 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.

Gifts

- 13 Gift/s and all elements of gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
 - (b) booking and availability of flights, accommodation and events;
 - (c) conditions of travel and conditions of claim 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 gifts 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;
 - (h) a requirement to present your credit card when checking in to accommodation; and
 - (i) a requirement that any person taking the gift that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 14 You/your companion/s are responsible for all other unspecified costs related to the gift, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the gift, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control claim to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 15 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the gift.
- 16 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the gift are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the gift element/s, the Promoter and gift suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the gift element/s due to circumstances beyond the reasonable control of the Promoter and gift suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative gift as a substitute for this altered gift element.

General

- 17 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
- 18 For event-based/travel gifts, you and (if applicable) your companion/s accept that some aspects of the gift may be inherently risky and that the gift may involve dangerous activities.
- 19 If specified, in order to participate in the activity/activities awarded as part of the gift, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the gift. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 110 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the gift. If you or any companion/s do not sign, your claim will be deemed invalid and you will lose any entitlement to a gift.
- 111 If you or your claim are deemed by the Promoter to breach these Terms and Conditions including if the gift is on set dates and you are unable to take the gift on the relevant date/s, your claim (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 satisfaction the validity of your claims

(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.

112 You must not:

- (a) tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
- (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 offer;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

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

114 If you (or your companion/s, if applicable), in the 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 offer, is contrary to law or is otherwise inappropriate, the Promoter may cancel the gift or restrict you (and your companion/s) from participating in any elements of the gift, at its discretion.

115 The Promoter is not liable for claims, gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward claim forms for inclusion in the draw, where relevant.

116 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a gift, 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 offer is final.

117 Gifts 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 gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift 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 gift value. You agree that if a gift (or element of a gift) 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.

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

119 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid gift claim. Every instant win gift claim in excess of the advertised gift pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

120 If this offer 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 offer or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities.

121 The Promoter is not responsible for any tax implications arising from you winning a gift. You should seek independent financial advice. If for GST purposes this offer 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

122 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

123 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal, illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 124** Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that occurs to displayed gift/s (where relevant). Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
- 125** This offer 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.