

## WIN WITH BARRY

### Terms and conditions

#### General

1. The competition is a game of chance and is authorised under the permits.
2. The material used to market and promote the competition forms part of the competition terms. If there is an inconsistency between the material used to market and promote the competition and the competition terms, the competition terms prevail.

#### Eligibility to enter

3. During the Promotional Period, anyone may enter the competition, provided they are:
  - over 18 years of age;
  - a resident of Australia (excluding NT, and north WA);
  - not an employee, or immediate family member of an employee, of the Promoter or an agent of the promoter, who is directly associated and connected with the organisation of this competition.

#### Entering

By entering the competition, entrants accept the competition terms.

4. To enter, participants must purchase 1 x 4 pack &/or, 1 x 10 pack &/or slab of BARRYs Drinks from participating Coles Liquorland, Liquor Market, First Choice Liquor and Vintage Cellars Pty Ltd and enter the promotion via QR code or website link ([www.winwithbarry.com.au](http://www.winwithbarry.com.au)) upload their proof of purchase (receipt from store(s)) and provide their name, email address, date of birth (DOB) and address to be eligible to win the promotion.
5. You may enter as many times as you like, provided your purchase fulfils the entry criteria detailed in paragraph 3
6. The Promoter may disqualify any entrant who:
  - enters the competition without being eligible;
  - tampers with the entry process;
  - submits an entry that is not in accordance with the competition terms; or
  - in entering the competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the competition or the promoter.
7. Failure by the Promoter to exercise its rights under paragraph 6 does not constitute a waiver of the Promoter's rights under paragraph 6. If the entrant's contact details change, the entrant must notify the Promoter at [hello@loftsocial.com.au](mailto:hello@loftsocial.com.au)

#### Drawing winners

8. The Promoter will draw one (1) winner (**the Winner**) from the pool of valid entries at the draw time on the draw date at the draw address.
9. The first valid entry drawn will win the Prize, subject to the Promoter's rights
10. The Promoter will notify the Winner in writing (or via email) within 7 days after the draw date. The Winners' name and postcode will be posted on the Promoter's website on or before 26/09/2024.

#### Awarding prizes

11. The prize will be allocated to the Winner's Entry within 7 days of the major prize draw
12. The Promoter may request that the Winner provides proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction before awarding the prize. If upon request the winner does not provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction within 7 days after being selected as the winner, then the Winner may be deemed to have forfeited their entitlement to their prize. In those circumstances the Promoter may redraw the Prize in accordance with paragraph 16.
13. The Winner must accept their prize within 7 days after being drawn as the winner. If the winner does not accept their prize within 7 days after being drawn as the Winner, the Promoter may redraw the prize in accordance with paragraph 16.

14. In consideration of the Promoter awarding the prize to the Winner, the Winner:
  1. consents to the Promoter, without royalty or any fees, using their name, likeness, image, voice and entry in any marketing and promotion of the competition, the Promoter or the Promoter's business;
  2. agrees to use the Prize in accordance with the prize supplier's specified conditions and requirements;
  3. agrees that the Prize is not transferable or exchangeable and cannot be taken as cash; and
  4. agrees to comply with all the conditions of use of the Prize and the prize supplier's requirements. It is the responsibility of the Winner to confirm such conditions with the Prize supplier or other relevant third parties.
15. If the Prize is unavailable, the Promoter may substitute the Prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the Prize subject to legislative approval.

#### **Further Draw**

16. If for any reason, the Prize has not been awarded within 7 days from the draw date the Promoter may conduct a further draw from the pool of valid entries at 10:00am (AEDT) on 23/09/2024 at Loft Social, Level 2, 696 Bourke St, Melbourne.
17. The first valid entry the Promoter draws is the winner, subject to the Promoter's rights.
18. The Promoter will notify the further draw winner by email or mail within 2 days after the draw date.

#### **Force Majeure**

19. If there is a force majeure event which prevents or materially and adversely affects the promoter's ability to market, promote and run the competition in accordance with the competition terms, the promoter may cancel, terminate, modify, suspend or postpone the competition, subject to state licensing authorities' approval if necessary.

#### **Liability**

20. The promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including:
  - any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
  - any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
  - any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
  - any theft, destruction, unauthorised access to or alteration of entries; and
  - any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
  - Any loss of personal possessions during any required travel
21. Nothing under paragraph 25 is intended to limit entrants or winners' rights under the *Australian Consumer Law 2010*.
22. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media provider and no social media provider is liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in Section 25.

#### **Standard opt in:**

23. All entries become the property of The Promoter.
  1. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional,

marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant.

2. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below.
3. Any request to update, modify or delete the entrant's details should be directed to The Promoter

### Personal Information

24. The Promoter collects personal information about entrants in order to run the competition, communicate with you as the Entrant to this Competition, award prizes and comply with the permits. The Promoter uses and manages entrants' personal information in accordance with the Barry privacy policy at [www.barrysdrink.com.au/pages/privacy](http://www.barrysdrink.com.au/pages/privacy). We may also share your personal information with third parties who support us in our marketing or promotional activities, which include Loft Social (ABN: 61 660 171 915). The promoter will be unable to consider your entry into this Competition if you do not provide this information. Barrys Drink Pty Ltd will not disclose this information provided by you unless required or authorised by law or in accordance with our Privacy Policy. Please contact Barrys Drink at [hello@barrysdrink.com](mailto:hello@barrysdrink.com) for any privacy related queries. By entering the competition, each entrant consents, without royalty or any fees, to the promoter using their personal information for future marketing and promotional purposes.

### Meanings

25. In the competition terms, the following words have the following meanings:

Word	Meaning
Competition	Win with Barry; Party with the Barry Boys
Promotional Period	Entries open from 12:01am (AEST) on 04/09/2024 and entries close 11:59pm (AEST) on 16/09/2024
Draw date & time	17/09/2024 at 10.00am (AEST)
Draw address	Loft Social, Level 2, 696 Bourke St, Melbourne.
Force majeure event	an event which is beyond the control of the promoter, including: (a) vandalism, power failures, tempests, natural disasters, acts of God, global health emergencies, epidemics, pandemics, civil unrest, strike, war or terrorism; and (b) An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion
Immediate family member	spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin
Permits	ACT Permit TP24/01724.1 SA Permit: T24/1346
Prizes	Major Prize (1) <ul style="list-style-type: none"> <li>● <b>Travel dates:</b> September 27th 2024 – September 29th 2024</li> <li>● 11 x Flights from any Australian metro capital city into Melbourne between 27th September 2024 – 29<sup>th</sup> September 2024 valued up to \$6,800 depending on the winner's place of residence (unless the winner resides in Melbourne)</li> <li>● All airline and airport taxes</li> <li>● 11 x tickets to the Barry AFL Grand Final Party valued at \$1100</li> </ul>

	<ul style="list-style-type: none"><li>● Catering valued at \$1,000</li><li>● \$1,000 awarded in form of pre-loaded Visa or Mastercard (awarded to prize winner only)</li><li>● Barry Pineapple and Lime Can 330mL 16pk. Valued at \$90 delivered to winners home</li><li>● <b>Total package cost for 4 people:</b> \$9,990 inc GST</li><li>● Valued up to: \$9,990</li></ul>
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The Promoter is Barrys Drink Pty Ltd, (ABN:51 667 367 133) of 250 Bay Street Brighton VIC 3186