

(i) SCHEDULE

GENERAL	
<b>Name</b>	<b>Wild Yak American BBQ Experience BDF Promotion</b>
<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Boulevard, Southbank, Vic 3006. Phone: 1800 007 282.
<b>Permit numbers</b>	Authorised under NSW Permit No. LTPM/17/02112.
<b>Eligibility</b>	<p>To enter this competition, entrants must be an Australian resident aged 18 or over.</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(s) 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>Overall Competition Period</b>	12:01am (Local Time) on 01/11/2017 to 11:59pm (Local Time) on 31/01/2018.
<b>Venue</b>	This competition will run in a liquor licensed venue as selected by the Promoter where advertising material is displayed.
<b>Advertised Competition Period</b>	<p>The Venue will decide when to run the competition within the Overall Competition Period. The Venue will advertise its start and end dates in the Venue.</p> <p>Entrants should see in Venue for those dates.</p>
ENTRY DETAILS	
<b>Entry Process</b>	<p>To enter, entrants must, during the Venue's Advertised Competition Period:</p> <ol style="list-style-type: none"><li>purchase a schooner or pint of any Yak Ales (<b>Eligible Purchase</b>) from a Venue to receive an entry form;</li><li>then fill out the entry form and place it in the Venue's entry box.</li></ol>
ENTRIES PERMITTED	
<b>Number of Entries Allowed</b>	In NSW, entrants are limited to 1 entry per day. Everywhere else, entrants are limited to Eligible Purchases totalling 4 standard drinks per day. Each entry submitted must be based on a separate Eligible Purchase and separate entry form as set out in the Entry Process section of the Schedule.
WINNER DETERMINATION	
<b>Winners selected via a Draw</b>	<p>The winner will be selected via a manual random draw.</p> <p>The Venue will conduct a draw on the date advertised by the Venue (no later than 01/02/2018).</p> <p>The first valid entry drawn from all entries received in the Venue during the Venue's Advertised Competition Period will win the prize for that Venue.</p> <p>In the 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. If after this process the prize still cannot be awarded, the prize will be dealt with in the Unclaimed Prize Draw.</p>
PRIZE/S TO BE WON	
<b>Prize Details</b>	<p>The prize for the Venue is a voucher for an American BBQ cooking class for the winner and 1 adult guest, valued at \$280.</p> <p><b>See Prize Conditions for further prize information and conditions.</b></p>

<b>Prize Conditions</b>	<p>Each prize winner must collect the prize from the relevant Venue or make alternative delivery arrangements.</p> <p>The prize is subject to any terms and conditions imposed by the prize supplier/s, including any conditions of entry onto the cooking class (including but not limited to behaviour requirements and applicable dress codes).</p> <p>The use of vouchers is subject to the terms and conditions imposed by the supplier including dates of validity.</p>
<b>Prize Pool</b>	The total prize pool in a Venue is valued at \$280.
<b>NOTIFYING WINNER/S</b>	
<b>Notification Details</b>	The winner will be contacted by phone and in writing immediately after the draw.
<b>PRIZE CLAIM DETAILS AND PROCESS FOR UNCLAIMED PRIZE/S</b>	
<b>Prize Claim Date</b>	Prize must be claimed within 3 months of the Venue's draw date.
<b>Unclaimed Prize Draw Details</b>	If the prize has not been claimed by the Prize Claim Date, the Venue will re-award the prize by way of an unclaimed prize draw at its premises on the date advertised by the Venue (no later than 01/05/2018).
<b>Unclaimed Prize Draw Winner Notification</b>	Any winner in the Unclaimed Prize Draw will be contacted by phone and in writing immediately after the draw.

## 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.
- 3 **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>. The NSW Liquor Competition Guidelines and Intoxication Guidelines are available at [http://www.olgr.nsw.gov.au/dlg\\_guidelines.asp](http://www.olgr.nsw.gov.au/dlg_guidelines.asp).
- 4 All publicly displayed advertising material for this competition will include a responsible consumption of alcohol message. Entry and participation in this competition is subject to the Venue's liquor serving policy.

### Treatment of Personal Information

- 5 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.

### Entry Process

- 6 Entries must be received during the Venue's Advertised Competition Period. Entries must be on the original entry form.
- 7 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.
- 8 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

- 9 The prize is as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified.
- 10 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.

- 11 The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.
- 12 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.
- 13 Prize/s not transferrable or exchangeable and 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.
- 14 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.
- 15 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s, nor for any damage that may occur to prize/s displayed/held at a Venue.

### 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 to 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.