

## SCHEDULE

| GENERAL                                 |  |
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| <b>Name</b>                             | <b>Yak Ales GABS Promotion - Game of Skill</b>   |
| <b>Promoter</b>                         | CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Boulevard, Southbank, Vic 3006.   |
| <b>Eligibility</b>                      | <p>To enter this competition, entrants must be a Victorian 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 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/s</b>                 | This competition will run in Vic only.   |
| <b>Facebook Page</b>                    | <a href="http://www.facebook.com/YakAles">www.facebook.com/YakAles</a>   |
| <b>Competition Period</b>               | 11:00am (AEST) on 22/05/2017 to 11:59pm (AEST) on 29/05/2017.  |
| ENTRY DETAILS                           |  |
| <b>Entry Process</b>                    | <p>To enter, entrants must, during the Competition Period, post a comment on the Facebook Page in response to the Promoter's competition post (including using any hashtags that may be required).</p> <p>Any photos submitted must not appear to promote any goods or services other than those of the Promoter.</p>  |
| ENTRIES PERMITTED                       |  |
| <b>Number of Entries Allowed</b>        | Multiple entries are permitted, however each entry must be based on a separate response, and must be submitted separately in line with the Entry Process section of the Schedule.  |
| WINNER DETERMINATION                    |  |
| <b>Winner Selection</b>                 | <p>This is a game of skill; chance plays no part in how a winner is determined in this competition.</p> <p>All entries will be reviewed and judged by the Promoter (or by an appointed panel of judges) based on selected criteria, for example, creative merit, humour, originality and brand suitability (as applicable).</p> <p>The 2 entries judged to be the best from all entries received during the Competition Period will each win a prize.</p>  |
| PRIZE/S TO BE WON                       |  |
| <b>Prize Details</b>                    | <p>There are 2 prizes to be won.</p> <p>Each prize is a food and drink voucher for the Terminus Hotel, 605 Victoria Street, Abbotsford 3067, valued at \$300 each.</p> <p><b>See Prize Conditions for further information and conditions.</b></p>  |
| <b>Prize Conditions</b>                 | <p>If the prize includes a voucher/gift card/EFTPOS card, it will be subject to the terms and conditions imposed by the supplier including dates of validity.</p> <p>If the prize includes tickets to a match, festival or other event, the prize is tickets only. Travel and/or accommodation are NOT included. The prize must be taken on the date/s time/s and location/s as advised by the Promoter or stated on the tickets. The winner/s (and their guest/s, if applicable) must make their own way to and from the relevant event location and are responsible for all other costs related to taking the prize, including any flights, accommodation, meals/beverages, transfer costs, camping equipment/amenities, insurance (including excesses), in-room/mini-bar charges, airfare taxes and baggage costs. The prize is subject to any additional conditions specified by the Promoter and/or prize supplier(s) including any conditions of entry into the relevant match/festival/event location (e.g. behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. If a winner (or their guest/s, if applicable) fails to comply with the conditions imposed by the prize supplier/s, the prize may in the Promoter's sole</p> |

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discretion be cancelled or withdrawn without liability for the Promoter or the prize supplier/s. Tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant match/festival/event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.

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#### **NOTIFYING WINNER/S**

**Notification Details**      The winner/s will be contacted via private message on Facebook.

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#### **PRIZE CLAIM DETAILS AND UNCLAIMED PRIZES**

**Prize Claim Date**      Prize/s must be claimed by the time and date stated in the notification message.

If the Promoter is unable to contact the winner (and/or the winner does not contact the Promoter) by the Prize Claim Date, the Promoter will discard that entry and either award the prize to the next best valid entry, or in its absolute discretion, withdraw the prize un-awarded.

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## 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 information entrants' guest/s provide will be used by the Promoter for the purpose of fulfilling the prize and otherwise running this competition. The Promoter may collect entrants' or their guest/s' personal information (including through its contractors or agents) or disclose entrants' or their guest/s' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants or their guest/s. 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 or their guest/s can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
- (ii) how entrants or their guest/s can complain about a privacy breach and how the Promoter will deal with such a complaint.

### Entry Process

4 Entries must be received during the Competition Period. Entries received by the Promoter will be considered final. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.

5 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.

6 Where entry is via Instagram, entrants must follow the Instagram Page up until the determination of the winner/s in order to be eligible to receive a prize.

7 All entries submitted must be the entrant's original work. The Promoter has the right at any time to verify (or require an entrant to verify) that the entry is the entrant's original work. If in the Promoter's opinion the entrant's work has not been verified as their original work, the Promoter will deem that entry invalid.

8 All entries and any subsisting copyright become the property of the Promoter and will not be returned to entrants. By submitting an entry, entrants:

- a) agree to assign all rights in the entry to the Promoter and consent to the Promoter using the entry in any way and for any purpose as determined by the Promoter (including editing, adapting, altering the entry or publishing the entry in part or whole) in any media;
- b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- c) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;

d) assure that they own or have the right to license the copyright in each entry submitted into this competition, that no rights have been granted to any third party in respect of the entry which would prevent the entry being used as intended by the Promoter, and that the use of the entry by the Promoter will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);

e) assure that any person shown in any photograph has consented to the entrant submitting that photograph into this competition;

f) assure that their entry does not include any content that breaches any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;

g) assure that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so;

h) assure that their entry contains no viruses or other computer code or material embedded in it which may have a negative impact on the relevant website/Facebook Page/Instagram Page or any network or third party computer systems; and

i) assure that all persons appearing in their photo are aged 18 years or older.

9 The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any entries online in any media, remove any entries once published online, or amend, edit or modify any entries (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that:

- a) the entry does not comply with paragraph 8; or
- b) the entry otherwise breaches these Conditions of Entry.

The Promoter will have no liability to entrants if it exercises this right.

10 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.

### Prizes Awarded

11 Prizes are 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.

12 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.

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

14 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.

15 Prize/s not transferrable or exchangeable and (unless cash is specified) cannot be redeemed for cash. Prize/s must be taken by the winner/s (and their guest/s, where applicable) at the time stipulated by the Promoter. Failure to do so will result in the prize/s being forfeited and no cash or other compensation will be provided. If a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter will award a comparable prize or prize element of equal or greater value as elected by the Promoter.

16 If the prize includes vouchers, gift cards or tickets, the Promoter is not liable for and will not provide any replacement prize if they are stolen, forged, damaged or tampered with any way once awarded or are not activated or used before the stated expiry date.

17 Where alcohol is available as part of a prize to be consumed on premise, 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.

- 18 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s. Prize delivery will only be made to Australian addresses.
- 19 Entrants (and their guest/s, if applicable) acknowledge that there may be intrinsic risks in some aspects of the prize/s and that using such prize/s may involve participating in dangerous/risky activities. By accepting the prize/s, the winner/s (and their guest/s, where applicable) accept those risks.
- 20 If requested by the Promoter, the winner/s (and their guest/s, if applicable) may be required to sign an indemnity and release in favour of the Promoter and/or the prize supplier prior to taking the prize/s. If a winner or their guest/s do not sign the required form/s provided by the Promoter within the timeframe specified, the winner will be deemed invalid.
- 21 If the prize involves attending a match/festival/event, the Promoter may in its sole discretion appoint a chaperone to accompany the winner/s (and their guest/s, if applicable) taking the prize. The winner/s and their guest/s agree to the chaperone being present for the duration of the match/festival/event and agree to comply with all reasonable directions or guidelines specified by the Promoter and/or their chaperone. As a condition of accepting the prize, a winner is required to behave appropriately (to the Promoter's satisfaction) at all times while taking the prize. A winner is fully responsible for the behaviour and conduct of their guest/s (if applicable) at all times while taking the prize. If in the Promoter's opinion a winner or the winner's guest/s behaves in a way that is contrary to law, behaves inappropriately, aggressively or offensively, or behaves in a way which may damage the reputation of the Promoter or any of its related bodies corporate or the agencies or companies affiliated with this competition, the Promoter may in its absolute discretion cancel or withdraw the prize and will offer no substitute prize or compensation.
- 22 If a prize includes a match/festival/event/activity and that match/festival/event/activity is cancelled, abandoned, called off or postponed for any reason, that prize will be forfeited, and no cash or replacement prize will be offered.

#### Publication & Publicity

- 23 Where winners' details are published, each entrant requests that his or her full address not be published.
- 24 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

- 25 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.
- 26 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:
- submitted an entry which is not in accordance with these Conditions of Entry;

- breached any of these Conditions of Entry;
- tampered with or benefited from tampering with the entry process or the operation of the competition;
- 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
- 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

- 27 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.
- 28 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.
- 29 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

- 30 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.
- 31 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.
- 32 **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>.