

## SCHEDULE

GENERAL	
<b>Name</b>	BoozeBud Carlton Draught Ticket Promotion
<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. LTPS/18/22380.
<b>Eligibility</b>	<p>To claim this offer, claimants must be aged 18 or over.</p> <p>Claims 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 outlets 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 PROMOTION WILL RUN	
<b>Relevant States</b>	This promotion will run in all Australian states and territories.
<b>Claim Period</b>	9:00am (local time) on 15/03/2018 to 11:59pm (local time) on 30/03/2018, or while gift stocks last, whichever occurs sooner.
CLAIM DETAILS	
<b>Claim Process</b>	<p>To claim, claimants must, during the Claim Period:</p> <ol style="list-style-type: none"><li>Head to <a href="http://www.boozebud.com">www.boozebud.com</a>; and</li><li>Purchase 2x specially marked 24 packs of Carlton Draught (in one transaction).</li></ol> <p>The gifts will be awarded to claimants on a first in basis.</p>
<b>Number of Gifts Allowed</b>	Claimants can only receive 1 gift for the entire Claim Period.
GIFT DETAILS	
<b>Gift Details</b>	There are in total 25 gifts available. Each gift is 2 General Admission AFL tickets for the MCG, valued at \$50.
<b>Gift Pool</b>	The total gift pool is valued at up to \$1,250.

## CONDITIONS

1 These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Claim**). Instructions on how to enter and information regarding gifts forms part of these Conditions of Claim. Claims for this competition constitutes acceptance of these Conditions of Claim.

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 claims and any copyright subsisting in a claim will be the property of the Promoter. The information claimants provide to enter will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect claimants' personal information (including through its contractors or agents) or disclose claimants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with claimants. Those disclosures may include disclosures to organisations in locations such as the USA, the UK, India and Germany. By entering this competition, claimants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the claimant with special offers, news and information about its products, including contacting the claimant via electronic messaging. By entering this competition, claimants 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 claimants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
- (ii) how claimants can complain about a privacy breach and how the Promoter will deal with such a complaint.

### Claim Process

4 Claims must be received during the Claim Period and gift claims must be received by the date specified in the Claim Process section of the Schedule.

5 Claimants must only enter in their own name. Claimants who Claim using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. The use of any automated claim software or any other mechanical or electronic means that allows a claimant to automatically enter repeatedly is prohibited and will render all claims submitted by that claimant invalid.

6 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible claims, correspondence or claims for gifts due to error, omission, tampering, theft, destruction or otherwise including failure of claim forms being forwarded to the draw location (where applicable).

### Gifts Awarded

7 The gift is as specified in the Gift Details section of the Schedule and must be taken as offered and, if applicable, on the date/s specified.

8 Gift values are the recommended retail price (or an estimated value where a gift has no consumer price attributed) as provided by the gift supplier, include GST and are accurate as at the time of formulating these Conditions of Claim. The Promoter accepts no responsibility for change in gift value after that date.

9 The Promoter accepts no responsibility for any tax implications arising from receiving gifts. Claimants should seek their own independent financial advice.

10 A gift will only be awarded to a claimant once the claimant has been validated and verified by the Promoter in accordance with these Conditions of Claim.

11 Gift/s not transferrable or exchangeable and cannot 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 gift or element of a gift becomes unavailable for any reason beyond the Promoter's reasonable control, claimants agree

to the Promoter awarding a comparable gift or gift element of equal or greater value as elected by the Promoter.

12 The Promoter is not liable for and will not provide any replacement gift for tickets that are lost, stolen, forged, damaged or tampered with in any way once awarded or are not activated or used before the stated expiry date.

13 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to gift/s nor for any damage that may occur to gift/s displayed/held at an Outlet.

14 As a condition of accepting the gift, a claimant is required to behave appropriately (to the Promoter's satisfaction) at all times while taking the gift. A claimant is fully responsible for the behaviour and conduct of their guest/s at all times while taking the gift. If in the Promoter's opinion a claimant or the claimant'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 gift and will offer no substitute gift or compensation.

15 If an event and/or activity awarded as the gift is cancelled, abandoned, called off or postponed for any reason, the gift will be forfeited, and no cash or replacement gift will be offered.

### Publication & Publicity

16 Where winner publication is required, each claimant requests that his or her full address not be published.

17 If requested by the Promoter, claimants 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 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 claimants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their claim/s and to verify an claimant (including an claimant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a gift). If the requested documentation is not provided in the timeframe required or an claimant has not been validated or verified to the Promoter's satisfaction, then the claimant's claim (and at the Promoter's discretion all of the claimants' claims) 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 a claim which is not in accordance with these Conditions of Claim;
- b) breached any of these Conditions of Claim;
- c) tampered with or benefited from tampering with the claim/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 claimant. 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 gift.
- 22 These Conditions of Claim 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 gift 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 claims, 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. Claimants are providing their information to the Promoter and not to Facebook or Instagram. Each claimant completely releases Facebook and Instagram from any and all liability.
- 25 **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>. Claiming and continued participation in this competition is subject to Liquorland's liquor serving policy.