

## Carlton Dry LMG Win Your Easiest Year Yet Promotion

### Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Competition Period</b>	<b>Purchase Period:</b> 12.01am (AEST) on 02/08/2021 to 11.59pm (AEST) on 07/09/2021. <b>Entry Period:</b> 12.01am (AEST) on 11/08/2021 to 11.59pm (AEST) on 07/09/2021.
<b>Where will the competition run?</b>	The competition will run in participating LMG liquor outlets (Bottlemart, Sip'n Save, Thirsty Camel (WA only) and Harry Brown)) (including their official online stores) which are stocking specially marked Carlton Dry (24 bottle) cartons ( <b>Outlets</b> ) in Australia, excluding Tasmania.
<b>Website</b>	<a href="https://bottlemart.com.au/win-your-easiest-year-yet">https://bottlemart.com.au/win-your-easiest-year-yet</a> <a href="https://sipnsave.com.au/win-your-easiest-year-yet">https://sipnsave.com.au/win-your-easiest-year-yet</a> <a href="https://easiestyearyet.carltondry.com.au">easiestyearyet.carltondry.com.au</a> (each, a <b>Website</b> )
<b>Qualifying Purchase</b>	A specially marked carton of 24 x Carlton Dry bottles.
<b>Entry instructions</b>	You must: (a) during the Purchase Period make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (a) locate the unique code inside the Qualifying Purchase product; (b) then during the Entry Period, visit the Website, locate the entry page and fill out and submit the online entry form, including by providing the unique code, and providing all other requested information to see if you have provisionally won a minor prize and to be entered into the major draw.  Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
<b>How are instant win minor prize/s awarded?</b>	There are 28 instant win prize/s to be awarded (1 for each day of the Entry Period). Instant win prizes will be awarded based on pre-determined times during the Entry Period selected by a computerised random system at Blackhawk Network, Level 1, 534 Church St, Cremorne VIC 3121 ( <b>Blackhawk Network</b> ).  You will get a return online message acknowledging your entry and informing you if you have provisionally won a minor prize and if so, details on how to verify your entry and claim your prize.
<b>How many winners will there be and how will they be chosen?</b>	There will be 29 winners determined in respect of this competition – 28 minor (instant win) prize winners and 1 major prize (drawn) winner. <b>Major Draw</b> There will be 1 major draw conducted.  The major draw will be held at 12pm (AEST) on 08/09/2021 at Blackhawk Network.  The first valid entry drawn randomly from all entries received during the Entry Period (including minor winning entries) will win the major prize.

	The Promoter may draw additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).																		
<b>What can I win?</b>	<p>There are 29 prizes available – 28 minor (instant win) prizes and 1 major prize.</p> <p><b>Major prize</b></p> <p>The major prize is \$25,000 transferred to the winner's nominated bank account.</p> <p><b>Minor prizes</b></p> <p>The minor prizes are as follows, which will be allocated/awarded randomly:</p> <table border="1"> <thead> <tr> <th>Prize &amp; value (inc GST)</th> <th>Number available to be won</th> <th>Total value (inc GST)</th> </tr> </thead> <tbody> <tr> <td>\$3,000 worth of Ticketek and \$3,000 worth of TicketMaster gift cards (total \$6,000)</td> <td>4</td> <td>\$24,000</td> </tr> <tr> <td>Internet Bill Paid for a Year (awarded as a prepaid \$850 Visa Card)</td> <td>6</td> <td>\$5,100</td> </tr> <tr> <td>Year of Beer* (12 cases of 24 bottles of Carlton Dry) supplied as 1 case per month for 12 months delivered to the winner's address (as specified in their online entry form) valued at \$750</td> <td>8</td> <td>\$6,000</td> </tr> <tr> <td>Streaming Bundle paid for a year (awarded as a Prezzy Gift Card redeemable only for Binge, Netflix and Kayo) valued at \$480</td> <td>10</td> <td>\$4,800</td> </tr> <tr> <td><b>Total</b></td> <td>28 prizes</td> <td>\$39,900</td> </tr> </tbody> </table> <p>*The Promoter must follow the NSW regulations that state only a maximum of 20L of alcohol can be awarded in an entire promotion and must also follow the NT regulations that state alcohol cannot be the principal part of the prize. To ensure the NSW and NT regulations are complied with, any winner/s of this prize in NSW/NT will be offered a \$750 Visa Card (being the equivalent value of the original prize).</p> <p>Minor prizes will be sent to each winner's nominated Australian residential address/email address (as relevant to prize) as specified on their online entry form.</p>	Prize & value (inc GST)	Number available to be won	Total value (inc GST)	\$3,000 worth of Ticketek and \$3,000 worth of TicketMaster gift cards (total \$6,000)	4	\$24,000	Internet Bill Paid for a Year (awarded as a prepaid \$850 Visa Card)	6	\$5,100	Year of Beer* (12 cases of 24 bottles of Carlton Dry) supplied as 1 case per month for 12 months delivered to the winner's address (as specified in their online entry form) valued at \$750	8	\$6,000	Streaming Bundle paid for a year (awarded as a Prezzy Gift Card redeemable only for Binge, Netflix and Kayo) valued at \$480	10	\$4,800	<b>Total</b>	28 prizes	\$39,900
Prize & value (inc GST)	Number available to be won	Total value (inc GST)																	
\$3,000 worth of Ticketek and \$3,000 worth of TicketMaster gift cards (total \$6,000)	4	\$24,000																	
Internet Bill Paid for a Year (awarded as a prepaid \$850 Visa Card)	6	\$5,100																	
Year of Beer* (12 cases of 24 bottles of Carlton Dry) supplied as 1 case per month for 12 months delivered to the winner's address (as specified in their online entry form) valued at \$750	8	\$6,000																	
Streaming Bundle paid for a year (awarded as a Prezzy Gift Card redeemable only for Binge, Netflix and Kayo) valued at \$480	10	\$4,800																	
<b>Total</b>	28 prizes	\$39,900																	
<b>Total prize pool</b>	<p>The major prize pool is \$25,000.</p> <p>The minor (instant win) prize pool is \$39,900.</p> <p>The total prize pool is \$64,900.</p>																		
<b>How many times can I enter?</b>	There is no limit on the number of entries you can submit, provided you only enter once per unique code and each entry is submitted separately in accordance with these Terms and Conditions.																		
<b>How and when will the winner/s be informed?</b>	<p>Winner/s will be notified in writing (on screen at the time of winning) and/or by email, and the major prize winner will also be notified by phone, within two days of determination.</p> <p>Winner/s will have their name and state/territory of residence published at <a href="http://easiestyearyet.carltondry.com.au">easiestyearyet.carltondry.com.au</a> on 22/09/2021 for a period of 28 days.</p>																		
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s); and</li> <li>unique code/s from the Qualifying Purchase.</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p>																		

	<p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEDT) on 08/12/2021.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 09/12/2021 at Blackhawk Network.</p> <p>If any prize has not been accepted/ claimed or won by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed by phone and in writing (by email) within two days of determination. Winner/s will have their name and state/territory of residence published at <a href="http://easiestyetaryet.carltondry.com.au">easiestyetaryet.carltondry.com.au</a> on 10/01/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published at <a href="http://easiestyetaryet.carltondry.com.au">easiestyetaryet.carltondry.com.au</a> on 10/02/2022.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, 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.</p> <p>The Promoter may collect your personal information directly or through Liquor Marketing Group (<b>LMG</b>), or its agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="https://blackhawknetwork.com.au/privacy-policy/">https://blackhawknetwork.com.au/privacy-policy/</a>. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to LMG, the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>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. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://cub.com.au/privacy-policy/">http://cub.com.au/privacy-policy/</a>) includes information about:</p> <ul style="list-style-type: none"> <li>(c) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>(d) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ul> <p>Entrants' personal information will be collected by LMG. Personal information will be stored on LMG's database. LMG is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at <a href="http://www.lmg.com.au/privacy-policy">www.lmg.com.au/privacy-policy</a>. LMG's privacy policy contains information about how the entrant may access, update and seek correction of the personal information LMG holds about them and how the entrant may complain about any potential breach by LMG of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.</p>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>

<b>Permit numbers</b>	Authorised under: ACT Permit No. TP21/00610 SA Licence No. T21/562 NSW Authority No. TP/00044
-----------------------	--

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Entry Period and will be deemed to be received only when received by the Promoter. Where relevant, unique codes from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS entry is available, you will receive a return message confirming your entry. 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.

### Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant any validity periods, redemption terms and any restrictions regarding on-sale or transfer.
- 4 Prezzy gift card conditions are available at [www.prezzy.com.au/doc/terms-of-service](http://www.prezzy.com.au/doc/terms-of-service)
- 5 You are responsible for all other unspecified costs related to the prize, mobile or data plans, any related installation costs, costs associated with ongoing use of the prize, etc.
- 6 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

### General

- 7 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (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 entries (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.
- 9 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (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 competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, 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 competition is final.
- 12 Prizes 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 prizes (and elements of prizes) must

be taken as and when specified, or will be forfeited with no replacement. The prize 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 prize value. You agree that if a prize (or element of a prize) 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.

- 13 If publication will take place, by entering, you request that your full address not be published.
- 14 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid minor (instant win) prize claim. Every instant win prize claim in excess of the advertised minor (instant win) prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 15 If this competition 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, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 16 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition 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**

- 17 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 18 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 19 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 20 This competition 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.