

## Somersby POD Kits On Premise Promotion Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, 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>	01/10/2021 to 30/06/2022.
<b>Advertised Competition Period</b>	Venues (excluding SA) will run the competition between the dates nominated and advertised by each Venue. Venues in SA will run this promotion for one whole month as indicated on promotional material in Venue, in one of the following months: <ul style="list-style-type: none"> <li>• October (i.e 01/10/2021 - 31/10/2021, or until scratch cards run out, whichever is first);</li> <li>• November (i.e 01/11/2021 - 30/11/2021, or until scratch cards run out, whichever is first);</li> <li>• December (i.e 01/12/2021 - 31/12/2021, or until scratch cards run out, whichever is first);</li> <li>• January (i.e 01/01/2022 - 31/01/2022, or until scratch cards run out, whichever is first);</li> <li>• February (i.e 01/02/2022 - 28/02/2022, or until scratch cards run out, whichever is first);</li> <li>• March (i.e 01/03/2022 - 31/03/2022, or until scratch cards run out, whichever is first);</li> <li>• April (i.e 01/04/2022 - 30/04/2022, or until scratch cards run out, whichever is first);</li> <li>• May (i.e 01/05/2022 - 31/05/2022, or until scratch cards run out, whichever is first); or</li> <li>• June (i.e 01/06/2022 - 30/06/2022, or until scratch cards run out, whichever is first).</li> </ul>
<b>Qualifying Purchase</b>	Any Somersby product.
<b>Entry instructions</b>	To enter, you must, during the Venue's Advertised Competition Period: <ol style="list-style-type: none"> <li>(a) make a Qualifying Purchase from a Venue;</li> <li>(b) receive a scratch card from that Venue (subject to stocks remaining) (<b>Scratch Card</b>); and</li> <li>(c) scratch to reveal whether you have won a prize.</li> </ol> There will be a total of 120,000 Scratch Cards printed with 300 scratch cards being distributed to each Venue.
<b>What can I win?</b>	There are up to 50 prizes available per Venue, as follows: <ul style="list-style-type: none"> <li>• 10 x Somersby branded straw hat, valued at \$30;</li> <li>• 15 x Somersby branded sunglasses, valued at \$20; and</li> <li>• 25 x Somersby branded hessian bottle/can cooler, valued at \$10.</li> </ul>
<b>Total prize pool</b>	The total prize pool per Venue is up to \$850.

	The total number of Venues in SA is up to 40, and the total prize pool in SA is up to \$34,000.
<b>How many times can I enter?</b>	In NSW, you can enter once per day. Everywhere else, you are limited to Qualifying Purchases totalling up to 4 standard drinks per day. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How do I claim my instant win prize?</b>	Before the end of the Venue's Advertised Competition Period, present your winning Scratch Card to staff at the same Venue where you got the Scratch Card.
<b>How and when will the winner/s be informed?</b>	Winners will be notified in writing on the Scratch Card.
<b>Unclaimed prize/s</b>	Any un-won or unclaimed prizes remaining at any Venue at the end of the Competition Period will be randomly distributed to patrons at the relevant Venue.
<b>Responsible drinking</b>	<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> . 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> . Your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.  All advertising material will include a message regarding responsible consumption of alcohol.
<b>Permit number</b>	Authorised under:  SA Licence No. T21/1230

- 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 Venue's Advertised Competition Period and will be deemed to be received only when received by the Promoter. Instant win material from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective).

#### 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, validity period/s.
- 4 You are responsible for all other unspecified costs related to the prize, including mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc.
- 5 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.
- 6 Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the Venue /Outlet staff and management. The Promoter is not responsible for how a Venue/Outlet conducts and executes its responsible service of alcohol guidelines. Venue/Outlet staff and management reserve the right to refuse service of alcohol to any prize winner/s or their companion/s if they are deemed to be inebriated.

#### General

- 7 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.
- 8 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.

9 If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

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 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

14 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, government directives, pandemic, public health orders and the like, 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.

15 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**

16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

17 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).

18 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).

19 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.