

## Trade Promotion: Game of Chance

### Schedule to Terms of Entry

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| <b>Name of Promotion</b>  | <b>Two Suns On Premise Instant Win Promotion</b>  |
| <b>Permit number</b>      | NSW: LTPM/20/05275, LTPM/20/05276   |
| <b>Promoter</b>           | <b>Asahi Premium Beverages Pty Ltd</b><br>ABN: 49 077 568 480<br>58 Queens Bridge Street<br>Southbank Vic 3006<br><b>HELPLINE: 1800 244 054</b>   |
| <b>Relevant States</b>    | Vic, NSW, ACT, Qld, WA, NT and Tas  |
| <b>Entrants</b>           | Entry to the Promotion is open to Australian residents in the Relevant State <b>aged 18 years+</b> who fulfill the entry requirements.  |
| <b>Entry Restrictions</b> | Must be aged <b>18 years+</b> .<br>Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, the Venue, or of the agencies or companies associated with this Promotion are ineligible.<br>"Immediate families" means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.  |
| <b>Promotion Period</b>   | Starts: <b>01/03/2020</b><br>Ends: <b>COB 31/03/2021</b><br>All times are local time<br><br>The promotion will run in liquor licensed store that displays promotional material relating to this competition ( <b>Venue</b> ) anytime between these dates as nominated and advertised in Store ( <b>Advertised Promotion Period</b> ).   |
| <b>Entry Mechanic</b>     | To enter, entrants must, during the Venue's Advertised Promotion Period:<br><ol style="list-style-type: none"><li>buy a glass or bottle of Two Suns beer from a Venue (<b>Qualifying Purchase</b>) to receive a scratch card <b>while scratch card stocks last</b> in Venue;</li><li>scratch the panel on the scratch card to see if they have won a prize; and</li><li>if a winning message is shown, hand over the winning scratch card to staff at the Venue where the product was purchased on the same day of the purchase to receive the prize.</li></ol><br>Venue will destroy a winning scratch card once a prize has been claimed. |

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| <b>Instant Win Particulars</b>         | In Venue, there will be <b>300</b> scratch cards available, comprising of <b>50</b> winning scratch cards and <b>250</b> non-winning scratch cards.   |
| <b>Maximum Number of Entries</b>       | Maximum of 1 entry per person per day.  |
| <b>Prize Details</b>                   | In a Venue, there are 50 prizes to be won, as follows:<br><br>8 x Fedora hat valued at \$29.95 each = \$239.60<br>15 x sunglasses valued at \$19.95 each = \$299.25<br>27 x can cooler valued at \$9.95 each = \$268.65<br><br><b>Total prize pool \$807.50</b>   |
| <b>Total Prize Pool</b>                | Total Prize pool is Venue is \$807.50   |
| <b>Prize Delivery</b>                  | Prizes will be provided to prize winners directly upon handing over their winning scratch card to Venue staff.  |
| <b>Date at which Prize Value Valid</b> | 06/01/2020  |
| <b>Notification of Winner(s)</b>       | Winners will be notified immediately if a winning message is revealed on their scratch card.  |
| <b>Full T&amp;Cs</b>                   | At Venue<br>Online at:<br><a href="http://www.asahipromotions.com.au/TwoSunsInstantWin">www.asahipromotions.com.au/TwoSunsInstantWin</a>  |
| <b>Additional Terms</b>                | <ol style="list-style-type: none"> <li>1. The message showing that a scratch card is a winning card cannot be detected until the panel is scratched by the entrant.</li> <li>2. Any unclaimed/unwon prizes from the advertised prize pool will be distributed by the Venue at its discretion.</li> <li>3. At the end of the Promotion all valid existing claims for prizes and entitlements to claims will be met notwithstanding the advertised prize pool has been exceeded, unless a claim is rejected due to fraud or ineligibility under these Terms of Entry.</li> <li>4. Printing errors or other quality assurance matters outside the Promoter's control will not be used as the sole basis for refusing to award a prize.</li> <li>5. Scratch cards from other promotions are not valid for this promotion. Scratch cards are void if stolen, copied, forged, mutilated or tampered with in any way.</li> </ol> |

## **Trade Promotion: Game of Chance**

### **Terms of Entry**

- 1 These terms must be read together with the Schedule for this Promotion. The Schedule defines terminology used in these Terms of Entry. Participation in this Promotion constitutes acceptance of these Terms of Entry. Where there is any inconsistency between the Schedule and these terms, the Schedule prevails.
- 2 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol#block-views-block-file-attachments-content-block-1>  
Entry and continued participation in this competition is subject to the Venue's liquor serving policy.
- 3 Entries must be received during the Promotion Period.
- 4 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise including failure of entry forms to be forwarded to the draw location.
- 5 The judges' decisions are final and no correspondence will be entered into.
- 6 All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter. Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
- 7 Entrants may only enter the Promotion in their own name, and only use one (1) name for all entries submitted to the Promotion; there can be only one (1) email address, one (1) phone number and one (1) residential address used in connection with an entrant's name. Where the Promoter reasonably believes an entrant has entered the Promotion using more than one (1) name, one (1) email address, one (1) phone number or one (1) residential address, all affected entries will be void.
- 8 The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 9 At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- 10 If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 11 The winner/s will be notified as stated in the Notification of Winners section of the Schedule.
- 12 Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 13 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 14 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 15 The Promoter/Venue may require the winner/s to provide identification as requested by the Promoter/Venue including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's/Venue's discretion.
- 16 The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the entry

- process or with the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
- 17 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 18 Prize is not transferable or exchangeable and cannot be redeemed for cash. Prize value is as specified on the Date at which Prize Value Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval from the relevant authorities where a permit has been issued, if required.
- 19 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities where a permit has been issued, if required.
- 20 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.
- 21 The information entrants provide will be used by the Promoter for the purposes of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Entrants can read the Promoter's Privacy Policy at <https://www.asahipremiumbeverages.com/privacy> Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting Consumer Services on 1800 244 054.
- 22 Where the Promotion is administered on Facebook, entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook and entrants release Facebook and its associated companies from all liability arising from the Promotion.