

PL x ALM South Coast Escape Trade Incentive Promotion Terms & Conditions ("Conditions of Entry")

Schedule			
Promotion:	PL x ALM South Coast Escape Trade Incentive Promotion		
Promoter:	Pirate Life Brewing Pty Ltd ABN 19 167 106 096, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054 and Carlton & United Breweries Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia (collectively "the Promoter")		
	For any inquiries regarding this Promotion, please contact the Promoter via info@piratelife.com.au or on 1800 244 054.		
Promotional Period:	Start date: 01/08/24 at 12:01 am AEST End date: 31/10/24 at 11:59 pm AEDT		
Eligible entrants:	Entry is only open to Australian Liquor Marketers (ALM) Wholesale liquor customers (each an "Eligible Venue"). Eligible Venues that purchase South Coast Pale Ale carton(s) during the Promotional Period will be automatically entered into this Promotion. Eligible Venues must be within the Promoter's trading terms throughout the Promotional Period and must not have overdue monies owing in order to be eligible to claim any prize. No employee/person is eligible to win a prize if their venue does not meet these requirements.		
How to Enter:	ALM will review the total number of South Coast Pale Ale cartons ("Participating Products") each Eligible Venue has purchased from the Promoter during the Promotional Period. Each carton of a Participating Product purchased corresponds to one (1) entry into the draw.		
Entries permitted:	Limit one (1) entry will be allocated per Participating Product purchased.		
Total Prize Pool:	Up to AUD \$4,900.00		
	Prize Description	Number of this prize	Value (per prize)
	The prize is a trip to Adelaide & Port Lincoln SA for two (2) adults which includes: <ul style="list-style-type: none"> return economy class flights for 2 people from the winner's nearest capital city to SA (only provided if winning venue is not located in SA); 4 nights' 3.5-star twin-share accommodation for 2 people; 4 days' car hire (exact model of car to be determined by the Promoter); and local tourist experiences for 2 people. 	1	Up to AUD\$4,900.00 depending on date and exact point of departure
			Winning Method
			Draw: computerised random selection - 08/11/24 at 12:00 pm ACDT
Prize Conditions:	<ul style="list-style-type: none"> Travel must be taken by 30/11/25. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. Travel itinerary will be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and his/her travel companion must depart from and return to the same departure point and travel together. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. The prize is subject to booking and flight availability. Frequent flyer points will not be awarded and do not form part of the prize. 		

	<ul style="list-style-type: none"> • Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner may be required to present their credit card at check in. • The exact model of the car hire will be determined by the Promoter and will be communicated to the winner. • The list of local tourist experiences will be determined by the Promoter and will be communicated to the winner. Where applicable, the winner and his/her companion must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake any experience/activity. The winner and his/her companion must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them when the experience/activity is disclosed to them. The winner and his/her companion must immediately withdraw from the experience/activity if they may not satisfy any of the required levels of fitness, health, skill, balance, dexterity or other personal characteristics. The Promoter may require the winner and his/her companion to submit information relating to their fitness, health, skill, balance, dexterity or other personal characteristics. Acceptance of the winner and his/her companion following receipt of this information in no way: (a) constitutes a representation or assurance that the winner and his/her companion is suited to undertake the activity; or (b) relieves the winner and his/her companion of the obligation to assess the requirements of the activity and to withdraw if there is any doubt regarding their suitability.
Winner notification:	The winner will be contacted by phone and in writing within seven (7) business days of the draw. The winner will be published at https://www.piratelife.com.au/terms-and-conditions/ by 15/11/24.
Unclaimed Prizes:	Prize must be claimed by 09/01/25 at 12:00 pm ACDT. In the event of an unclaimed prize, the prize will be redrawn on 10/01/25 at 12:00 pm ACDT at Pirate Life Brewing Pty Ltd, 18 Baker St, Port Adelaide SA 5015, Australia. The winner of the redraw will be notified by phone & in writing within seven (7) business days of the redraw and will be published at https://www.piratelife.com.au/terms-and-conditions/ by 17/01/25. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://www.piratelife.com.au/terms-and-conditions/ .

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
 - a) The draw will take place at Pirate Life Brewing Pty Ltd, 18 Baker St, Port Adelaide SA 5015, Australia at 12:00 pm ACDT on 08/11/24 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. All reasonable attempts will be made to contact the winning venue.
7. If the winning venue chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal 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/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
13. No entry fee is charged by the Promoter to enter the Promotion.
14. The prize will either be awarded to the owner or the manager of the winning store (as determined by the winning venue).
15. The Promoter will handle personal information associated with this Promotion in accordance with its privacy policy which is located at <https://cub.com.au/privacy-policy/>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion, to communicate with the entrants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
24. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. **Authorised under: ACT Permit No. TPXX/XXXX.**