Pirate Life Brewing - Mini Golf Comp / LIV Golf Promotion Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	Pirate Life Brewing - Mini Golf Comp / LIV Go	If Promotion			
Promoter:	Pirate Life Brewing Pty Ltd ABN 19 167 106 096, 18 Baker Street, Port Adelaide, SA 5015, Australia. Ph: 08 8340 1447				
	For any inquiries regarding this Promotion, pl 08 8340 1447	lease contact the Prom	oter at info@piratelife.com.au or on		
Promotional Period:	Start date: 13/01/25 at 09:00 am ACDT End date: 28/01/25 at 11:59 pm ACDT				
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.				
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit Pirate Life Brewing, 18 Baker St, Port Adelaide SA 5015; and b) scan the QR code (available on advertising material), follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address, mobile number and postcode).				
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.				
Draw:	The draw will take place at Pirate Life Brewing Pty Ltd, 18 Baker Street, Port Adelaide SA 5015 on 29/01/25 at 12:00 pm ACDT using computerised random selection.				
	The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn. 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 winners of the draw are determined by chance.				
Winner	The first twelve (12) valid entries drawn ("Dra	awn Particinants") will	win the opportunity to compete in a		
Determination/Game Details:	Mini Golf Championship for a chance to win t	•			
	The Game will take place at Pirate Life Brewing, 18 Baker St, Port Adelaide SA 5015 on 08/02/25. The exact time will be determined by the Promoter and communicated to the Drawn Participants.				
	Game: The game will consist of the 12 Drawn Participants competing against each other on a 9-hole mini golf course, situated in the Pirate Life Brewing beer garden and venue. The winner will be the Drawn Participant who achieves the lowest score after completing all 9 holes with the fewest strokes. In the event of a tie, a sudden death playoff will take place on a hole of the mini golf course chosen by the Promoter. This will apply to all competitors who have tied in score.				
	The Drawn Participant who finishes in first place in the Game will win 2 adult tickets to LIV Golf Adelaide 2025 and a LIV Golf player meet & greet on the same day (see below for further prize details).				
	A scrutineer will be present at the Game to ensure the Game is conducted as per these Conditions of Entry and any Game rules.				
	If a Drawn Participant is unable or unwilling to participate in the Game, that Drawn Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Drawn Participant gives the Promoter written, signed notice to that effect before the start of the Game.				
Total Prize Pool:	Up to AUD \$3,100.00				
	Prize Description	Number of this prize	Value		

 Major Prize: The prize includes: two (2) x adult tickets to the LIV Golf Adelaide 2025 Event at Grange Golf Club, Seaton, SA on 15/02/25; and LIV Golf player meet & greet on the same day. The tickets include access to a viewing area on the golf course, as well as three complimentary drinks (beer, wine or soft drinks). 		1	Up to AUD\$3,100.00	
However, they do NOT include food. Food and beverages beyond the complimentary drinks will be at the winner's and their				
companion's own expense.				
Prize Conditions:	 This prize is for or relates to the LIV Golf Adelaide 2025 Event at Grange Golf Club, Seaton, SA on 15/02/25 (an "Event"). If the winner is unwilling or unable to attend at the designated time for their allocated Event, they forfeit the prize, and the Promoter is not obliged to substitute the prize. The LIV Golf Adelaide 2025 Event tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. All costs associated with travel to and from an Event will be the responsibility of the winner and their guest for the prize. Spending money, meals, other travel expenses, transfers, items of a personal nature, and all other ancillary costs, unless otherwise specified in the prize description, are not included. 			
Winner notification:	The drawn winners will be contacted by email and phone within 1 day of the draw. The winners will be published at piratelife.com.au/win-liv-golf by 31/01/25.			
Unclaimed Prizes:	If any drawn winner is not contactable or does not claim the prize by 03/02/25 at 12:00 pm ACDT, a random electronic unclaimed prize draw will be conducted on 03/02/25 at 02:00 pm ACDT at Pirate Life Brewing Pty Ltd, 18 Baker St, Port Adelaide SA 5015, from all remaining Eligible Entries received in the Promotion.			
	The unclaimed prize draw winners, if any, wil redraw. The winners will be notified publicly golf by 05/02/25.		•	

- 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 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. 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.

- 6. All reasonable attempts will be made to contact the drawn winners.
- 7. If any winner 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, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. Entrants must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake the Challenge. Entrants must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them when the Challenge is disclosed to them. Entrants must immediately withdraw from the Game if they may not satisfy any of the required levels of fitness, health, skill, balance, dexterity or other personal characteristics. The Promoter may require entrants to submit information relating to their fitness, health, skill, balance, dexterity or other personal characteristics. Acceptance of an entrant following receipt of this information in no way:

 (a) constitutes a representation or assurance that the entrant is suited to undertake the Game; or (b) relieves the entrant of the obligation to assess the requirements of the Game and to withdraw if there is any doubt regarding their suitability.
- 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. 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.
- 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 14. Entrants' personal information will be collected by the Promoter and/or by Carlton & United Breweries Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia ("CUB") ("the Collectors") directly or through their individual agents or contractors. By entering, the entrant consents to the Collectors keeping personal information on their respective databases. The Collectors may use this information to conduct and manage the Promotion and for future marketing purposes regarding their products, including contacting the entrant electronically. The Collectors will handle personal information in accordance with their privacy policy which is located at https://asahi.com.au/privacy. The Collectors gather personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their 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 Collectors' 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 Collectors without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.
- 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a 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 a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

- 17. 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/CUB 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.
- 18. 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).
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 25. 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.
- 26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.