

PL - Chance to Win an Epiphone Electric Guitar Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	PL - Chance to Win an Epiphone Electric Guitar Promotion								
Promoter:	<p>PIRATE LIFE BREWING PTY LTD ABN 19 167 106 096, 18 Baker Street, Port Adelaide, SA 5015, Australia.</p> <p>For any inquiries regarding this Promotion, please contact the Participating Venue.</p>								
Promotional Period:	<p>Start date: 01/03/25 at 11:00 am AWST</p> <p>End date: 31/03/25 at close of business</p>								
Eligible entrants:	Entry is only open to WA residents who are 18 years and over.								
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) purchase any Pirate Life product from Pirate Life Bar (located between doors 5 and 22 on level 1 at 700 Wellington Street, Perth WA 6000) ("Participating Venue"). Entrants will receive an entry form at the time of purchase, while stocks last; and</p> <p>b) complete the entry form for the Promotion with their personal details (first name, last name, email address and phone number), and then submit it in the entry box at the Pirate Life Bar.</p>								
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) maximum of one (1) entry permitted per qualifying transaction;</p> <p>b) limit one (1) entry permitted per person per day; and</p> <p>c) each entry must be submitted separately and in accordance with the entry instructions above.</p>								
Winner Determination:	<p><u>Draw:</u></p> <ul style="list-style-type: none"> • The draw will take place at RAC Arena, 700 Wellington Street, Perth WA 6000, Australia at 12:00 pm AWST on 01/04/25 using barrel draw. • The first valid entry drawn will be the winner of the prize specified below. • 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 winner of a drawn prize is determined by chance. 								
Total Prize Pool:	AUD \$1,189.00								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The prize is an Epiphone Les Paul Classic electric guitar (colour: Heritage Cherry Honeyburst).</td> <td align="center">1</td> <td align="center">AUD\$1,189.00</td> <td>Draw: barrel draw - 01/04/25 at 12:00 pm AWST</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is an Epiphone Les Paul Classic electric guitar (colour: Heritage Cherry Honeyburst).	1	AUD\$1,189.00	Draw: barrel draw - 01/04/25 at 12:00 pm AWST
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Winner notification:	The winner will be contacted by email or phone within seven (7) days of the draw.								
Unclaimed Prizes:	Prize must be claimed by 02/05/25 at 12:00 pm AWST. In the event of an unclaimed prize, the prize will be redrawn on 05/05/25 at 12:00 pm AWST at RAC Arena, 700 Wellington Street, Perth WA 6000, Australia. The winner of the redraw will be notified by email or phone within seven (7) days of the redraw.								

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 Participating Venue, 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. All reasonable attempts will be made to contact the winner.
6. If the 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, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. 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.
8. 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.
9. 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.
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.
13. The 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 CUB 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 (including Participating Venues). 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. 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.
21. The Promoter and its associated agencies and companies (including but not limited to CUB) 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 (or its associated organisations) 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 such case each organisation's liability is limited to the minimum allowable by law).
22. The winner 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.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.