

## ED x Pirate Life Drink Bottle GWP Promotion

### Terms and Conditions

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| <b>Promoter</b>  | CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.   |
| <b>Who can claim?</b>  | Only Australian residents who are aged 18 or over.   |
| <b>Who can't claim?</b>  | Directors, officers, management and employees (and their immediate families) of:<br>(a) the Promoter; and<br>(b) the agencies, companies or participating premises associated with this offer.   |
| <b>Offer Period</b>  | 12.01am (AEST) on 16/09/2024 to 11.59pm on (AEDT) 31/01/2025.  |
| <b>Where will the offer run?</b>                               | The offer will run in participating Dan Murphy's and BWS liquor outlets (including online and at <a href="http://www.jimmybrings.com.au">www.jimmybrings.com.au</a> ) which are stocking specially marked products ( <b>Outlets</b> ) in Australia.  |
| <b>Website</b>   | <a href="https://drinkbottle.piratelife.com.au">https://drinkbottle.piratelife.com.au</a>  |
| <b>Qualifying Purchase</b>                                     | A specially marked case of Pirate Life South Coast Pale Ale 16 pack (355mL).   |
| <b>Claim instructions</b>                                      | To claim, you must, during the Offer Period:<br>(a) make a Qualifying Purchase from an Outlet;<br>(b) locate the peel and reveal sticker on the Qualifying Purchase product;<br>(c) peel back the panel on the peel and reveal sticker to find the unique code; and then<br>(d) visit the Website, locate the claim page and insert the last 4 digits of the barcode from the specially marked case, then follow the prompts to add a Pirate Life hand illustrated stainless steel double wall insulated Drink Bottle (1L) to your cart and proceed to checkout (you can check out as guest);<br>(e) once at cart checkout, insert the unique code (from peel and reveal sticker) in the "discount code" section to bring the cost of the drink bottle to \$0 (including delivery/freight to AU residential addresses only (No PO Box addresses), and fill in your details as required to complete the cart transaction.<br><br>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a Claim. |
| <b>Gifts</b>   | Gifts will be awarded to all valid claimants.<br><br>Each gift is a Pirate Life hand illustrated stainless steel double wall insulated Drink Bottle (1L) valued at \$40.<br><br>Should the expected number of gifts be exceeded, any valid claims submitted during the Offer Period will be honoured, however claimants may be required to wait up to 3 months to receive their drink bottle. If the expected number of gifts have been exceeded, once you have submitted your online claim you will receive an email informing you the drink bottle is on back order and an estimated lead time. You will then be notified once they have been dispatched.  |
| <b>Total gift pool</b>   | The total gift pool is \$320,000 (based on expected claims of 8,000 gifts).  |
| <b>How many times can I claim?</b>                             | There is no limit on the number of claims you can submit, provided you only submit 1 claim per unique code. Each claim must be submitted separately in accordance with these Terms and Conditions.   |
| <b>How and when will the successful claimants be informed?</b> | You will get a return onscreen message acknowledging your claim stating, 'your order has been Successful' and confirming the timing of your gift. You will also then receive an email confirming your order has been submitted and is being prepared to pack unless 8000 claims have been reached and then you will receive the back order email as above. You will then be notified when it has been shipped. Your gift will be delivered to the nominated AU residential address included with your claim.   |
| <b>Proof of purchase</b>                                       | You must keep the following as proof of purchase for all claims:<br><ul style="list-style-type: none"> <li>• peel and reveal sticker with unique code; and</li> </ul>  |

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|  | <ul style="list-style-type: none"> <li>the last 4 digits of the barcode from your specially marked case</li> </ul> <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a gift.</p> <p>Proof of purchase must be identical to that provided by you with your Claim.</p> <p>If, in the Promoter's reasonable opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a gift.</p>   |
| <b>Collection and use of your personal information</b> | <p>If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors including Endeavour Group Limited (ABN 77 159 767 843) (<b>Endeavour Group</b>). The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors including Endeavour Group to assist in conducting this competition, communicating with you/ or storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.asahi.com.au/privacy">www.asahi.com.au/privacy</a>) includes information about:</p> <ol style="list-style-type: none"> <li>how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ol> <p>If you have marked the "opt-in" box on your entry relating to Endeavour Group collecting your personal information, you consent to the storage of your personal information on the Endeavour Group database and Endeavour Group may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging.</p> <p>The Endeavour Group Privacy Policy can be found at <a href="https://www.danmurphys.com.au/help/help-centre/articles/36000043536-Privacy-Policy">https://www.danmurphys.com.au/help/help-centre/articles/36000043536-Privacy-Policy</a> (<b>Dan Murphy's</b>) and <a href="http://www.bws.com.au/help/privacy-policy">www.bws.com.au/help/privacy-policy</a> (<b>BWS</b>).</p> <p>The Endeavour Group Collection Statement can be found here for Dan Murphy's <a href="http://www.danmurphys.com.au/help/help-centre/articles/360000505355-My-Dan-Murphy-s-Collection-Statement">www.danmurphys.com.au/help/help-centre/articles/360000505355-My-Dan-Murphy-s-Collection-Statement</a> and here for BWS <a href="http://www.bws.com.au/help/collection-statement">www.bws.com.au/help/collection-statement</a>.</p> |
| <b>Responsible drinking</b>                            | <p><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="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Offer Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. Where relevant, your participation in this offer may be subject to the liquor serving policy of businesses conducting the offer and/or providing the gift.</p> <p>All advertising material for this offer will include a message regarding responsible consumption of alcohol.</p>   |
| <b>Permit numbers</b>                                  | <p>Authorised under:</p> <p>NSW Authority No. TP/00044</p>  |

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

#### Claim

- 2 Your claim must be received during the Offer Period and will be deemed to be received only when received by the Promoter. Where relevant, peel and reveals stickers from any other offer cannot be used for this offer, and are void if copied, forged, stolen or interfered with. Where relevant, submitted Claim forms are the Promoter's property. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks

outside its reasonable control. You are responsible for your own costs associated with claiming. If you claim using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### **Gifts**

- 3 Gift/s and all elements of gift/s must be taken as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit a gift for whatever reason, you will not be given cash or any alternative gift as a substitute Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the gift, costs associated with ongoing use of the gift, 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 gift.

### **General**

- 6 Any material failure by you to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
- 7 If you or your claim are deemed by the Promoter to breach these Terms and Conditions your claim (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 reasonable 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 Claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - (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 offer;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 9 The Promoter is not liable for gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
- 10 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a gift, 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 offer is final.
- 11 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift 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 gift value. You agree that if a gift (or element of a gift) 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.
- 12 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid gift claim.
- 13 If this offer 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 offer or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 14 The Promoter is not responsible for any tax implications arising from you winning a gift. You should seek independent financial advice. If for GST purposes this offer 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

- 15 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 16
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer 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 offer or any gift, 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 paragraphs, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that occurs to displayed gift/s (where relevant), due to circumstances beyond the Promoter's reasonable control.. Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
- 19 This offer 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.