

## Gage Roads On-Pack Terms & Conditions ("Conditions of Entry")

<b>Schedule</b>	
<b>Promotion:</b>	Gage Roads Summer On-Pack Promotion – Win a Landy
<b>Promoter:</b>	Good Drinks Australia Ltd (ABN 22 103 014 320), 14 Absolon St, Palmyra, WA 6157, Australia. Ph: 08 9314 0000
<b>Promotional Period:</b>	<b>Start date:</b> 13/11/23 at 09:00 am AEST <b>End date:</b> 15/04/24 at 11:59 pm AEST
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.
<b>Eligible entry:</b>	Entry into the Promotion is deemed to be acceptance of these Terms and Conditions of entry and Good Drinks Australia Ltd Privacy Policy. All details and instructions form part of the terms and conditions of the Promotion. An Eligible Entry is a fully complete and submitted online entry form at <a href="https://www.winavintagelandy.com.au">https://www.winavintagelandy.com.au</a> with the Eligible entrants personal details (first name, last name, email address, mobile number, full address and state/territory of residence), and an upload of a scanned copy or photo of the receipt for the qualifying transaction; and
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>a. purchase a six pack or case (24) of Gage Roads Brew Co product, to share, from an off-premises outlet within Australia displaying the advertising for this Promotion ("Participating Venues"). This includes all products in the range including Single Fin Summer Ale (bottle and can), Side Track All Day XPA, Pipe Dreams Coastal Lager (bottle and can), Hazy As Hazy Pale Ale, Yeah Buoy Non-Alc XPA, Gage Roads Pinky Sunset Cider, Little Dove New World Pale Ale, Hello Sunshine Cider, Hello Sunshine Seltzer, Gage Roads Air Time Low Carb Lager.</li> <li>b. Or purchase a round of two or more Gage Roads Brew Co beers (bottle, can, pot, middy, schooner, pint) to share from an on-premises outlet or stadium within Australia displaying the advertising for this Promotion. This includes all products in the Gage Roads range including Single Fin Summer Ale (bottle and can), Side Track All Day XPA, Pipe Dreams Coastal Lager (bottle and can), Hazy As Hazy Pale Ale, Yeah Buoy Non-Alc XPA, Gage Roads Pinky Sunset Cider, Little Dove New World Pale Ale, Hello Sunshine Cider, Hello Sunshine Seltzer.</li> <li>c. Visit <a href="https://www.winavintagelandy.com.au">https://www.winavintagelandy.com.au</a>, follow the prompts to the Promotion entry page; fully complete and submit the online entry form with their personal details (first name, last name, email address, mobile number, full address and state/territory of residence), and upload a scanned copy or photo of the receipt for the qualifying transaction; and</li> <li>d. follow the prompts to go in the draw to win</li> </ol> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction. Eligible Purchase Conditions: If the Eligible Purchase is in any way cancelled, refunded or varied in any manner, the Promoter reserves the right to disqualify the Eligible Entry. Eligible Transactions that are made during the Promotion Period but processed outside the Promotion Period (no matter if it is Zip's error or not);</p> <p><b>Entries per transaction</b></p> <ol style="list-style-type: none"> <li>1. A six pack purchase from an off-premises venue will provide one entry into the draw</li> <li>2. A case (24) purchase from an off-premises venue will provide four entries into the draw</li> <li>3. A purchase of a round of two or more schooners or pints from an on-premises venue will provide one entry into the draw. Multiple entries or purchases on the one transaction will add to your total amount of entries.</li> </ol>



	<p>accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.</p> <ul style="list-style-type: none"> <li>Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See <a href="http://www.vaultps.com.au/terms">www.vaultps.com.au/terms</a> for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.</li> </ul> <p><b>Secondary Prizes:</b></p> <ul style="list-style-type: none"> <li>For the \$40 Gage Roads merch vouchers prizes will be delivered by email to the email provided by the entrant on the entry form.</li> <li>For the Gage Roads Surf Caps, the prizes will be posted to the address provided on the entry form.</li> <li>Prizes will not be reissued to incorrect email or incorrect addresses that have been provided on entry.</li> </ul>
<b>Winner notification:</b>	<p>The winner of the Major Prize will be contacted by email and phone within two (2) days of the draw. The winner will be published at <a href="https://www.winavintagelandy.com.au">https://www.winavintagelandy.com.au</a> by 29/04/24. Upon submitting their online entry, the entrant will be immediately notified via an onscreen message if they have put into the draw for a prize.</p>
<b>Unclaimed Prizes:</b>	<p>The Major Prize winner must come forward by 28/06/24 at 12:00 pm AWST. In the event the winner does not come forward by this time, another winner will be drawn on 1/07/24 at 12:00 pm AWST at Good Drinks Australia, 14 Absolon St, Palmyra 6157, Australia. The winner of the redraw will be notified by email and phone within two (2) days of the redraw. The winner will be notified publicly (and their details published) at <a href="http://winavintagelandy.com.au">winavintagelandy.com.au</a> by 29/04/24.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://winavintagelandy.com.au">winavintagelandy.com.au</a></p>

- 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.
- 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.
- Valid and eligible entries will be accepted during the Promotional Period.
- The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
- Employees (and their immediate family members) of the Participating Venues, 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 stepchild (whether natural or by adoption), parent,

stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.

6. Major Prize Draw and Secondary Prize Draw:

a. The draw will take place at Good Drinks Australia, 14 Absolon St, Palmyra WA 6157, Australia at 12:00 pm AEST on 26/04/24 using computerised random selection. The draw will be conducted by scrutineer, Jessica Wright (ABN: 83521353431), who is authorised under the Commonwealth Government's prescribed list of persons authorised to witness and sign statutory declarations.

b. The first valid entry drawn will win that entrant the opportunity to play the Game to win either the Major Prize.

c. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.

d. 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.

7. All reasonable attempts will be made to contact each winner. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter.

8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

9. 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.

10. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If the qualifying transaction is in any way cancelled, refunded or varied in any manner, or if an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.

11. 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://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>.

12. 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.

13. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

14. 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.

15. No entry fee is charged by the Promoter to enter the Promotion.

16. 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.

17. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [gooddrinks.com.au/privacy-policy/](http://gooddrinks.com.au/privacy-policy/). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or

any other Australian privacy laws and how such complaints will be dealt with. 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 and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

18. 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.

19. 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.

20. 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.

21. 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).

22. 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.

23. 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.

24. 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.

25. 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), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

26. The entrant 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.

27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.

28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

29. A participating venue will not offer this promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities

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