

Jack Robbo Signed Surfboard Promotion

TERMS & CONDITIONS

Promoter

Gage Roads Brewing Co. 14 Absolon St, Palmyra, WA 6157

Who can enter?

Only Australian residents who are aged 18 or over.

Who can't enter?

Directors, officers, management and employees (and their immediate families) of:

- a. The Promoter; and
- b. The agencies, companies or participating premises associated with this competition

Competition Period

12.01am (AEDT) on 01/11/2023 to 11.59pm (AEDT) on 01/05/2024.

Where will the competition run?

The competition will run in participating licensed venues which are stocking specially marked products (**Outlets**) in Australia.

Qualifying Purchase

Gage Roads Single Fin Summer Ale

Gage Roads Side Track XPA

Gage Roads Hazy As

Gage Roads Pipe Dreams

Gage Roads Air Time

Gage Roads Pinky Sunset

Gage Roads Yeah Buoy

(subject to stocks remaining).

Website

Gageroads.com.au/legal-stuff

Entry instructions

You must, during the Competition Period:

- a. make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and
- b. fill out and submit the entry form, and providing all other requested information to see if you have provisionally won an instant win prize.

Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability. Entries received before the Opening Date or after the Closing Date will not be accepted.

How are instant win prize/s awarded?

The Winners will be notified within 72 hours of the relevant Selection Date in writing, via the phone or email details provided on the entry form.

What can I win?

Prize is a Gage Roads Jack Robbo Signed Surfboard valued at \$1100.

Prizes will be provided at participating outlets (while stock lasts)

How many times can I enter?

You can enter multiple times, provided you only enter once per Qualifying Purchase.

Each entry must be submitted separately in accordance with these Terms and Conditions.

How and when will the winner/s be informed?

A scratch card with a message acknowledging your entry and informing you if you have provisionally won a prize.

Proof of purchase?

You must keep the following as proof of purchase for all entries:

-original itemised purchase receipt(s)

If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.

Proof of purchase must be identical to that provided by you with your entry.

If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.

Unclaimed prize/s

There will be no unclaimed win prizes. All win prizes will be automatically awarded to winners via post to the residential address associated with their entry. It is an entrant's responsibility to ensure that they enter their residential address correctly. If they fail to enter their residential address correctly, the prize will be forfeited.

Any un-won win prizes remaining after the prize claim date will be forfeited by the Promoter.

Collection and use of your personal information

If you are a winner, 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.

The Promoter may collect your personal information directly or through its agents or contractors. 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 to assist in conducting this competition, communicating with you or storing data.

By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you 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 this competition..

The Promoter's Privacy Policy includes information about:

- a. how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
- b. how to complain about a privacy breach and how the Promoter will deal with such a complaint.

Responsible drinking

Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>.

See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <https://www.liquorandgaming.nsw.gov.au/documents/ql/ql4001-liquor-promotion-guidelines.pdf>. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.

All advertising material will include a message regarding responsible consumption of alcohol.

Terms and conditions

1. These Terms and Conditions incorporate and must be read together with the details outlined in above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

2. Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

3. Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

4. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

5. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (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 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.

6. You must not:

- a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- b. engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- 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 competition;
- e. breach any law; or
- f. behave in a way that is otherwise inappropriate.

7. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

8. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, 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 competition is final.

9. Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize 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 prize value. You agree that if a prize (or element of a prize) 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.

10. Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

11. If this competition 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, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

12. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition 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

13. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth).

14. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition 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 competition or any prize, except for any

liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

15. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes, or for any damage that occurs to displayed prizes (where relevant).

16. This competition 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.