

GNBC Flood Relief Promotion Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can enter?	Only Qld and NSW 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	9.00am (AEDT) on 04/04/2022 to 11.59pm (AEDT) on 30/04/2022 or until a total of 1,000 valid entries have been received, whichever comes first.
Facebook Page	www.facebook.com/GreatNorthernBrewingCompany/
Entry instructions	To enter, you must, during the Competition Period, be one of the first 1,000 people to respond to the Promoter's competition post on the Facebook Page by clicking through to the entry form and fully completing all responses including providing your name, address, email and details about a local/community member helping out in the flooding disaster in Qld and NSW. Entries must not appear to promote any goods or services other than those of the Promoter.
How many winners will there be and how will they be chosen?	There will be 1,000 winners selected. Winners will be selected on a first come first served basis and all entries will be subject to verification and validation by the Promoter. Invalid entries will be disqualified.
What can I win?	There are in total 1,000 prizes available. Each prize is a carton of Great Northern beverages (as detailed below) for the winner to gift to a person who lives Queensland or NSW (aged 18+) who they think is an unsung hero/deserving local community member in the current floods disaster. Where the winner is a Queensland resident who gives the prize to a person who lives in Queensland (aged 18+), the prize is a carton on Great Northern Brewing Co beer valued at \$50. The Promoter must follow the NSW regulations that state only a maximum of 20L of alcohol can be awarded in an entire promotion. To ensure the 20L limit in NSW is not exceeded, any winners who live in NSW will received instead a carton of Great Northern Zero valued at \$40 to give to a person who lives in NSW (aged 18+). You must not give your prize to any person who is under the age of 18 years. You must only give the prize to a person who lives in Queensland or NSW (as relevant). For the avoidance of doubt, the Promoter will only deliver the prize to the winner who submitted the entry in this competition; the Promoter will not deliver the prize to the person that the winner nominates to give the prize to. Once you receive the prize from the Promoter, it is your responsibility to deliver (at your own cost) the prize to the person you wish to give it to in accordance with the requirements above. The Promoter may contact you (as the entrant who submitted the winning entry) to arrange delivery of the prize to you and to verify (if required) your age and the age and location of the person you wish to give the prize to. The Promoter may, at any time, require you to produce documentation to establish, to the Promoter's satisfaction, your age or place of residence. Max 1 prize per person. Allow at least 5-10 business days for delivery of prize (or longer, depending on road closures that may be caused due to flooding).
Total prize pool	The total prize pool is \$45,000 - \$50,000. (depending on number of prizes that are claimed in Qld or NSW).
How many times can I enter?	Multiple entries are permitted, however each entry must be based on a separate response, and must be submitted separately in accordance with these Terms and Conditions.

How and when will the winner/s be informed?	Winning entries will be notified via email.
Unclaimed prize/s	There will be no unclaimed prizes as prizes will be delivered directly to the winner (to the residential address as specified on the entry form).
Collection and use of your personal information	<p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information only to conduct and manage the competition or deliver your prize if you win. 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. 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 www.asahi.com.au/privacy) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
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 . If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/documents/gl4001-liquor-promotion-guidelines.pdf .
Permit Number	NSW Authority No. TP/00044.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table 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. 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/social media accounts, you may be disqualified.
- 3 Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

Prizes

- 4 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share (or give) the prize.

General

- 6 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 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.
- 8 You must not:

- (a) tamper with 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.
- 9 The Promoter may not honour an entry if it deems (in its absolute discretion) that the entry fraudulent or ineligible under these Terms and Conditions.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 11 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.
- 12 Prizes cannot be 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.
- 13 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, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries, 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 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

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 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).
- 17 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 prize/s. Unless otherwise specified, prize/s will only be delivered to Qld and NSW addresses.
- 18 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook. You provide your information to the Promoter and not to Facebook. You completely release Facebook from any and all liability.