

JBS Footy Tipping Promotion Terms and Conditions

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| Promoter | CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006. |
| Who can enter? | Only Victorian residents who: (a) are aged 18 or over; and (b) can take the major prize on 30/09/2023 in Melbourne. |
| 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 | 16/03/2023 to 28/08/2023. |
| Venue | The competition will run in the following liquor licensed venues in Victoria: <ul style="list-style-type: none"> • Grosvenor Hotel, 10 Brighton Road, St Kilda East 3183 (Grosvenor Hotel) • King Hotel, 120 King Street, Melbourne 3000 (King Hotel) • Melbourne Central Lion Hotel, Level 3, 211 La Trobe Street, Melbourne 3000 (Melbourne Central Lion Hotel) • Hotel Brighton, 286 Bay Street, Brighton 3186 (Hotel Brighton) • Nixon Hotel, 757 Bourke Street, Docklands 3008 (Nixon Hotel) (each, a Venue). |
| Entry instructions | To enter, you must, during the Competition Period: (a) sign up to participate in AFL Footy Tipping at a Venue, including by providing all requested information and paying the Venue's applicable entry fee; and (b) submit your tips in the Venue for each game in each round of the 2023 AFL season (excluding finals series) . For tips to be valid, you must submit your tips in Venue before the commencement of the first match in each respective round. In each Venue, the entry fees will be used to distribute to winners, see "What can I win?" section below. You will receive a point for each correctly predicted game (including for any game where the final result is a draw), in accordance with any instructions specified by the Venue. Game results will be the official AFL game results. Participation in the AFL Footy Tipping at a Venue is subject to any additional terms and conditions as set by the Venue. For the avoidance of doubt, you can only participate in the AFL Footy Tipping at a maximum of 1 Venue for the purposes of this competition. For example, if you participate in the tipping at Hotel Brighton, you cannot also participate in the tipping at King Hotel. |
| How many winners will there be and how will they be chosen? | There will be in total 16 winners determined in respect of this competition – 1 major prize winner and 15 minor prize winners (3 minor prize winners per Venue). This is a game of skill. Chance plays no part in how a winner will be selected. The winners will be determined at the end of the 2023 AFL season on or by 01/09/2023. Minor prize winners In each Venue, the top 3 tippers with the highest number of correct tips (correctly predicted winning teams) throughout the 2023 AFL season (excluding finals series) from all entrants in that Venue will each win a minor prize. In each Venue, the top 3 tippers will be ranked in order from highest to lowest number of correct tips. That is, the tipper with: <ul style="list-style-type: none"> • the highest score will receive the 1st place minor prize; • the second highest score will win the 2nd place minor prize; and |

| | <ul style="list-style-type: none"> the third highest score will win the 3rd place minor prize. <p>Max 1 minor prize per person.</p> <p>Major prize winner</p> <p>The overall top tipper that has the highest number of correct tips (correctly predicted winning teams) throughout the 2023 AFL season (excluding finals series) from all entrants across all Venues will win the major prize. For the avoidance of doubt, the major prize winner will also be a winner of a 1st place minor prize in a Venue.</p> <p>In the event of a tie amongst winning entries, the winner will be the entrant who had the highest number of rounds with all predictions correct. If a further tie breaker is required, the winner will be the entrant who had the highest number of rounds with the highest number of predictions correct (or some other skill-based tie breaker as determined by the Promoter/Venue).</p> <p>All judging decisions are as determined by the Promoter and/or Venue, in their absolute discretion.</p> | | | | | | | | | | | | |
|------------------------------------|--|---------------------------------|--|-------------|-----------------------|--|---------------------------------|-----------------------|--|---------------------------------|-----------------------|--|---------------------------------|
| What can I win? | <p>There are 16 prizes available – 1 major prize and 15 minor prizes (3 per Venue).</p> <p>Minor prizes</p> <p>In each Venue, minor prizes will be awarded as set out in the table below.</p> <p>For the avoidance of doubt, 'entry pool' is the total amount of entry fees collected in each Venue, as relevant.</p> <table border="1"> <thead> <tr> <th>Winning place</th> <th>Prize (relevant to the Venue where the minor prize winner signed up for AFL Footy Tipping)</th> <th>Prize value</th> </tr> </thead> <tbody> <tr> <td>1st place</td> <td> <ul style="list-style-type: none"> 70% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$500 food and beverage voucher redeemable at that Venue. </td> <td>\$500 + 70% of Venue entry pool</td> </tr> <tr> <td>2nd place</td> <td> <ul style="list-style-type: none"> 20% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$300 food and beverage voucher redeemable at that Venue. </td> <td>\$300 + 20% of Venue entry pool</td> </tr> <tr> <td>3rd place</td> <td> <ul style="list-style-type: none"> 10% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$150 food and beverage voucher redeemable at that Venue. </td> <td>\$150 + 10% of Venue entry pool</td> </tr> </tbody> </table> <p>The Promoter/Venue is not liable if bank account details provided by a minor winner are incorrect.</p> <p>Any ancillary costs associated with redeeming the Venue voucher are not included. RSA applies.</p> <p>Major prize</p> <p>The major prize is 2 adult reserve seat tickets to the 2023 AFL Grand Final at the Melbourne Cricket Ground (MCG) on 30/09/2023 valued at \$870.</p> <p>The major prize is tickets only, travel is not included. You and your adult companion must make your own way to and from the MCG at your own expense.</p> <p><i>The major prize is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</i></p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p> | Winning place | Prize (relevant to the Venue where the minor prize winner signed up for AFL Footy Tipping) | Prize value | 1 st place | <ul style="list-style-type: none"> 70% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$500 food and beverage voucher redeemable at that Venue. | \$500 + 70% of Venue entry pool | 2 nd place | <ul style="list-style-type: none"> 20% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$300 food and beverage voucher redeemable at that Venue. | \$300 + 20% of Venue entry pool | 3 rd place | <ul style="list-style-type: none"> 10% of the value of the entry pool for that Venue, awarded via bank transfer to AU account; and a \$150 food and beverage voucher redeemable at that Venue. | \$150 + 10% of Venue entry pool |
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| Total prize pool | The total prize pool is \$5,620 + the total entry pool of all Venues. | | | | | | | | | | | | |
| How many times can I enter? | You can enter once only. Your entry must be submitted separately in accordance with these Terms and Conditions. | | | | | | | | | | | | |

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| How and when will the winners be informed? | Winners will be notified by phone and in writing within 2 business days of determination. |
| Unclaimed prize/s | <p>Prize claim date: 5pm (AEST) on 08/09/2023.</p> <p>Unclaimed major prize</p> <p>If a major prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the major prize winner can't be contacted (or the major prize winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will on 09/09/2023 re-award the major prize to the next tipper (from all entrants and all Venues) with the highest number of tips (correctly predicted winning teams), and in the event of a tie with these entrants, the major winner will be the entrant who had the highest number of rounds with all predictions correct.</p> <p>Unclaimed minor prize</p> <p>For each Venue, if a minor prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, a minor prize winner can't be contacted (or a minor prize winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will on 09/09/2023 re-award the minor prize/s in descending order of value amongst the next tipper/s (from all valid entrants for that Venue) with the highest number of tips (correctly predicted winning teams), and in the event of a tie with these entrants, the minor prize winner will be the entrant who had the highest number of rounds with all predictions correct.</p> |
| Collection and use of your personal information | <p>If you are a winner, you and (if applicable) your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion's personal information directly or through its agents or contractors. The Promoter will use your/your companion's personal information to conduct and manage the competition. The Promoter may disclose your/your companion's personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companion 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>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.</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/health-advice/alcohol . |
| AFL Authorised GF Promotion | GFAFL23/16 |

- 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. Entry forms from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. 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 specified, 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 the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
 - (b) booking and availability of flights, accommodation and events;
 - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
 - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer; and
 - (e) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The major winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 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 prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.
- 7 Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the Venue staff and management. The Promoter is not responsible for how a Venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their companion/s if they are deemed to be inebriated.

General

- 8 Any failure by you or (if applicable) your companion/s 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).
- 9 For the major prize, you and your companion accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 10 You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, 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.
- 12 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.
- 13 If you win the major prize, you are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 16 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.
- 17 Prizes cannot be transferred or exchanged nor (except where cash is specified) 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.
- 18 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.
- 19 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

- 20 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 21 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).
- 22 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, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 23 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.