

4 Pines VIP Brewery Tour GWP Promotion Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
Who can claim?	Only Australian residents who: (a) are aged 18 or over.
Who can't claim?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this offer.
Offer Period	12.01am on 13/11/2019 to 11.59pm on 24/12/2019, or until the voucher codes run out, whichever occurs sooner.
Where will the offer run?	The offer will run in participating Vintage Cellars outlets (Outlet) in NSW.
Website	https://4pinesbeer.com.au/vc-vip-tour/
Qualifying Purchase	Any 4 Pines 24 or 30 case .
Claim instructions	To enter, you must, during the Offer Period after making a Qualifying Purchase from an Outlet: (a) receive a voucher from that Outlet (subject to stocks remaining); (a) locate the unique code on the voucher; and (b) visit the Website, locate the claim page and fill out and submit the online claim form including by providing your unique voucher code, booking your brewery tour and providing all other requested information to receive a gift. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.
Gifts	There are 1,700 gifts available. Each gift is a 4 Pines VIP Brewery Tour for the winner and 1 adult companion, valued at \$50. All Brewery Tours must be booked by 24/06/2020.
Total gift pool	The total gift pool is \$85,000.
How many times can I claim?	You can claim twice provided you only claim once per Qualifying Purchase. Each claim must be submitted separately in accordance with these Terms and Conditions.
How and when will successful claimants be informed?	Successful claimants will be notified: <ul style="list-style-type: none">• in writing within two days of verification.
Collection and use of your personal information	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>The Promoter and 4 Pines may collect your/your companions' personal information directly or through its agents or contractors. The Promoter and 4 Pines will use your/your companions' personal information to conduct and manage the offer. The Promoter and 4 Pines may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this offer, communicating with you/your companions or storing data. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>By entering, you consent to the Promoter and 4 Pines keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter and 4 Pines without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see http://cub.com.au/privacy-policy/) and 4 Pines Privacy Policy (see https://4pinesbeer.com.au/our-story/our-privacy-policy/) 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	<p>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/file/1641/download?token_103AafPu. If this offer is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. 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>
Permit numbers	<p>Authorised under:</p> <p>NSW Permit No. LTPS/19/38690.</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 enter forms part of these Terms and Conditions. By entering, 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, claims forms/scratch cards 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). If online or SMS claim is available, you will receive a return message confirming your claim. 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 claims 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 or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/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 and applicable dress codes);
 - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event gift after it has been booked;
 - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required;
 - (h) a requirement to present your credit card when checking in to accommodation; and
 - (i) a requirement that any person taking the gift that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 4 You/your companion/s are responsible for all other unspecified costs related to the gift, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the gift, 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 winner/s 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 gift.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the gift are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the gift element/s, the Promoter and gift suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the gift element/s due to circumstances beyond the reasonable control of the Promoter and gift suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative gift as a substitute for this altered gift element.
- General**
- 7 Any failure by you or (if applicable) your companion/s 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).
- 8 For event-based/travel gifts, you and (if applicable) your companion/s accept that some aspects of the gift may be inherently risky and that the gift may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the gift, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the gift. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companion/s 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 gift. If you or any companion/s do not sign, your claim will be deemed invalid and you will lose any entitlement to a gift.
- 11 If you or your claim are deemed by the Promoter to breach these Terms and Conditions including if the gift is on set dates and you are unable to take the gift on the relevant date/s, your claim (or at the Promoter's discretion, all of your claims) 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 claims (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 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.
- 13 If companion/s can take the gift with you, you are responsible for your companion/s and the Promoter may disqualify all claims from, and prohibit further participation in this offer by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion/s, 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 offer, is contrary to law or is otherwise inappropriate, the Promoter may cancel the gift or restrict you (and your companion/s) from participating in any elements of the gift, at its discretion.
- 15 The Promoter is not liable for gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward claim forms for inclusion in the draw, where relevant.
- 16 The Promoter's decision in connection with all aspects of this offer is final.
- 17 Gifts 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 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.
- 18 If publication will take place, by entering, you request that your full address not be published.
- 19 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid gift claim. Every instant win gift claim in excess of the advertised gift pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 20 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, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities.
- 21 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

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 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).
- 24 Without limiting the previous paragraph, 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). Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
- 25 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.