

Carlton Draught WA Derby Photo Promotion

Conditions of entry

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Boulevard, Southbank, VIC 3006.
Entry Restrictions	<p>Open only to Australian residents who are:</p> <ul style="list-style-type: none"> • aged 18 or over; • able to take the prize on 27/09/14; and • invited by a representative of the Promoter (Representative) to participate in the competition. <p>Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, or of the agencies or companies associated with this competition are ineligible to enter.</p>
Competition Period	12pm (AWST) on 28/06/14 to 6pm (AWST) on 28/06/2014.
Entry Method	<p>During the Competition Period, entrants must:</p> <ol style="list-style-type: none"> (a) attend the WA Derby at Patersons Stadium, Western Australia; (b) be invited by a Representative to participate in the competition; (c) provide the Representative with sufficient proof of age; (d) have an instant Polaroid photo taken (by the Representative) which may be uploaded onto the Fremantle Dockers football club's Facebook page (Facebook Page); and (e) provide their details to the Representative (via the promotional iPad) including their full name, date of birth, email address and any additional details as requested by the Representative.
Draw Details	12pm (AWST) on 30/06/2014 at Unit 10-13, 51-53 Kewdale Road, Welshpool WA 6106.
Prize Details	<p>There is one prize to be won. The prize is a double pass ticket for the winner and one companion (who must be aged 18 or over) to attend the 2014 Toyota AFL Grand Final on 27/09/14 valued at \$300 (inc GST) and a \$2,500 EFTPOS card for the winner only.</p> <p>Flights and accommodation are not included, see paragraphs 5, 6 and 7 for full prize conditions.</p>
Prize Pool	The total prize pool is valued at \$2,800 (inc GST).
Entry Limits	Subject to the discretion of the Representative, entrants may enter as many times as they wish, provided that each entry is based on a separate instant Polaroid photo and separate submission of the entrant's details via the Representative's iPad in accordance with the Entry Method section of these conditions.
Winner Notification	The winner will be notified by via email immediately after the draw.
Prize Claim Date and Time	Prize must be claimed by 5pm (AWST) on 15/07/2014.
Unclaimed Prize Draw Details	10am (AWST) on 16/07/2014 at the same location as the original draw.

Unclaimed Prize Draw Winner Notification	Any winner in the Unclaimed Prize Draw will be notified via email immediately after the Unclaimed Prize Draw.
AFL Approval Code	GFAFL14/108

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions and agree that their instant Polaroid photo may be uploaded to the Facebook Page.
- 2 The competition will be conducted during the Competition Period.
- 3 Entries must be received during the Competition Period. The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, claims or correspondence due to error, omission, tampering, theft, destruction, communications failure or otherwise including failure of a Representative to forward entries to the draw location. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Entrants who enter using multiple aliases may be disqualified.
- 4 The draw will be conducted at the time, date and location as stated in the Draw Details. The first valid entry randomly drawn from all valid entries received during the Competition Period will win the prize.
- 5 The prize is as stated in the Prize Details. The winner and their companion are responsible for making their own way to and from Melbourne to attend the 2014 Toyota AFL Grand Final on 27/09/14 at their own cost. Any other costs associated with taking the prize including but not limited to, transfer costs, meals, taxes, insurance and other ancillary costs are the responsibility of the winner and his/her companion, as incurred.
- 6 The 2014 Toyota AFL Grand Final ticket is subject to any additional terms and conditions specified by the prize supplier including any conditions of entry into the MCG.
- 7 The EFTPOS card can be used for purchases anywhere in Australia where EFTPOS is accepted, at each merchant's discretion. The EFTPOS card is are subject to conditions of use as imposed by the prize supplier, including periods of validity.
- 8 The winner will be notified in accordance with the Winner Notification.
- 9 The winner (and their companion) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 10 All entries become the property of the Promoter. By entering this competition entrants:
 - (a) acknowledge that the Promoter may use their photograph as part of this competition for any other purpose and may licence any other person to do so;
 - (b) permit the Promoter to edit, adapt and alter their entry for inclusion on the Facebook Page; and
 - (c) acknowledge that their photograph and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view.
- 11 The Promoter may require the winner to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.
- 12 If a winning entry is deemed not to comply with these conditions of entry including if a winner is unable to take the prize on 27/09/14, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with paragraph 4.

- 13 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person. The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner (and their companion, if applicable) if the winner (or their companion, if applicable), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 14 The Promoter's decision is final and no correspondence will be entered into.
- 15 The prize is not transferable or exchangeable and (except where cash is specified) cannot be redeemed for cash. If for any reason the winner or their companion does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Unless otherwise stated in these conditions (and subject to paragraph 18) if the prize or any element of the prize is unavailable for any reason, the Promoter may substitute for that prize or element of that prize another item of equal or higher values as determined by the Promoter, subject to the approval of the WA gaming authority, if required.
- 16 If the AFL Grand Final on 27/09/14 is abandoned, called off or postponed for any reason, the winner and their companion forfeit the 2 tickets to the 2014 Toyota AFL Grand Final and no cash or alternative tickets will be substituted for that component of the prize. The winner will still receive the \$2,500 EFTPOS card.
- 17 If the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the drawn winner (or the drawn winner does not contact the Promoter) by the Prize Claim Date and Time, the winner's entry will be deemed invalid and the Promoter will conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the prize, subject to any requirements of the WA gaming authority. Any winner in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification.
- 18 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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)*.
- 19 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Delivery of prize within Australia only.
- 20 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 21 As a condition of accepting or participating in the prize the winner's companion accepts these conditions.
- 22 If for any reason any aspect of this competition 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 competition, or invalidate any affected entries, subject to the approval of the WA gaming authority if required.

- 23 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will 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.
- 24 The Promoter encourages consumers to enjoy alcohol responsibly. 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 http://www.nhmrc.gov.au/_files_nhmrc/file/publications/synopses/ds10-alcohol.pdf.
- 25 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The information entrants' companions provide will be used by the Promoter for the purpose of fulfilling the prize and otherwise administering this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' or their companion's personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants or their companion. Those disclosures may include disclosures to organisations in locations such as the USA, the UK, India and Germany. By entering this competition, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://cub.com.au/privacy-policy/>, contains information about:
- (i) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - (ii) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.