

# FOR THE LOVE OF FOOTY PROMOTION

TERMS AND CONDITIONS	
<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	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.
<b>Competition Period</b>	12.01am (AEDT) on 11/03/2021 to 11.59pm (AEST) on 31/08/2021.
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed venues which are displaying promotional material ( <b>Venues</b> ) in Australia
<b>Website</b>	www.fortheloveoffooty2021.com.au
<b>Qualifying Purchase</b>	Buy a minimum 425ml schooner of: <ul style="list-style-type: none"> <li>• Carlton Draught (in QLD, NT, SA, VIC, ACT, NSW and TAS)</li> <li>• Victoria Bitter (in QLD, ACT and NSW); or</li> </ul> Buy a minimum 568ml pint of: <ul style="list-style-type: none"> <li>• Carlton Dry (in WA only).</li> </ul>
<b>Entry instructions</b>	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from a Venue in order to receive a Homeground Pass (subject to stocks remaining) and your first stamp; (b) make further Qualifying Purchases from a Venue (subject to the How many times can I enter? section below) to receive a stamp for each Qualifying Purchase to complete the 9 stamps on the Homeground Pass in order to claim a minor prize. (c) to receive an entry into the major prize draw, scan the QR Code on your Homeground Pass with your mobile phone; or (d) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image showing the unique code (found on the Homeground Pass) and providing all other requested information.  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.  There will be a total of up to 488,000 Homeground Passes printed with up to 500 Homeground Passes being distributed to each Venue.  You can enter your Homeground Pass only once, however each Homeground Pass is equal to 1 major prize draw entry per month (that will roll over into subsequent draws).  For the avoidance of doubt, each Homeground Pass will be specific to each relevant Venue and can only be used at that Venue
<b>How many minor prizes will there be and how can I claim my minor prize?</b>	There are up to 488,000 minor prizes available to be claimed.  <b>Minor prize</b> Once you have successfully completed your Homeground Pass and collected all 9 stamps, you can claim a minor prize.
<b>How many winners will there be and how will they be chosen?</b>	There will be 60 major prize winners in respect of this competition.  <b>Major prize</b> There will be 6 major draws conducted, 1 in respect of each month of the Competition Period (as set out below), which will take place at 12pm (AEDT/AEST, as relevant) at BlackHawk Network, Level 1, 534 Church Street, Cremorne, 3121, as set out below:  <b>Draw Date Draw Period</b> 01/04/2021 Between start of the Competition Period and 11.59pm (AEDT) on 31/03/2021 (inclusive) 03/05/2021 Between 12am (AEDT) on 31/03/2021 and 11.59pm (AEST) on 30/04/2021 (inclusive) 01/06/2021 Between 12am (AEST) on 30/04/2021 and 11.59pm (AEST) on 31/05/2021 (inclusive) 01/07/2021 Between 12am (AEST) on 31/05/2021 and 11.59pm (AEST) on 30/06/2021 (inclusive) 02/08/2021 Between 12am (AEST) on 30/06/2021 and 11.59pm (AEST) on 31/07/2021 (inclusive) 01/09/2021 Between 12am (AEST) on 01/08/2021 and 11.59pm (AEST) on 31/08/2021 (inclusive)  The first 10 valid entries drawn randomly in each draw from the entries received up until the end of the relevant Draw Period (including previous winning entries) will win a major prize.  The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).  For the avoidance of doubt, all entries (including previous winning entries) received in respect of each draw will roll over to subsequent draws.
<b>What can I win?</b>	There are 60 major prizes available to be won.  <b>Major prize</b> Each major prize is a \$1,000 cash prize awarded in the form of a Digital Prepaid Mastercard®.
<b>What minor prize can I get?</b>	The minor prize consists of a free 425ml schooner of Carlton Draught or Victoria Bitter valued at \$8.50. Successful WA claimants will receive a 568ml pint of Carlton Dry valued at \$10. Successful NT claimants will receive a \$10 Venue Voucher. If you successfully complete your Homeground Pass, you must claim your minor prize on your next visit to the Venue where you received your Homeground Pass.  There is a limit of one minor prize per person.  If you are a successful claimant of a minor prize and reside in NT, in accordance with NT Regulations, you can only claim a \$10 Venue Voucher to be used on a meal in the venue.  RSA applies.
<b>How do I claim my minor prize?</b>	Before 5pm (AEDT) on 30/11/2021, present your completed Homeground Pass to staff at the same Venue where you got the Homeground Pass to claim your minor prize.
<b>Total prize pool</b>	The minor prize pool is up to \$4,880,000. The major prize pool is up to \$60,000. The total prize pool is up to \$4,940,000.  The total number of Venues in SA is up to 40, which means the total prize pool in SA is up to \$260,000. The total number of Venues in ACT is up to 58, which means the total prize pool in ACT is up to \$350,000.
<b>How many times can I enter?</b>	You can make one Qualifying Purchase per day. Each entry must be submitted separately in accordance with these Terms and Conditions. You can only enter one Homeground Pass per Venue, which is equal to 1 major prize draw entry per month (up to 6 major prize draw entries available).

<b>How and when will successful minor prize claimants be informed?</b>	<p>Successful minor prize claimants will be notified immediately by staff at the Venue.</p> <p>Major prize winners will be notified:</p> <ul style="list-style-type: none"> <li>• in writing</li> </ul> <p>within two days of determination and will have their name and state/territory of residence published on the Website on 05/04/2021, 05/05/2021, 03/06/2021, 05/07/2021, 05/08/2021 and 03/09/2021 (as relevant) for a period of 28 days.</p>
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all claims/entries:</p> <ul style="list-style-type: none"> <li>• Homeground Pass with unique code.</li> </ul> <p>If you don't produce the above proof of purchase for all claims/entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your claim/entry.</p> <p>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.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEDT) on 30/11/2021.</p> <p>Any un-won or unclaimed minor prizes remaining at the prize claim date above will be forfeited.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 01/12/2021 at the same location as the original draws.</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 Promoter can't contact a major winner (or a major winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant major prize/s to Reserve Entrant/s and/or carry out an major unclaimed prize draw at the date, time and place stated above to randomly distribute the major prize/s. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing</li> </ul> <p>within two days of determination and will have their name and state/territory of residence published on the Website on 03/12/2021 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 03/01/2022</p>
<b>Collection and use of your personal information</b>	<p>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.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors, including BlackHawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="https://blackhawknetwork.com.au/privacy-policy/">https://blackhawknetwork.com.au/privacy-policy/</a>. 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 or to hold and use for fraud prevention purposes. 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 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 without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://cub.com.au/privacy-policy/">http://cub.com.au/privacy-policy/</a>) includes information about:</p> <ol style="list-style-type: none"> <li>how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ol>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl/4001-liquor-promotion-guidelines.pdf">https://www.liquorandgaming.nsw.gov.au/documents/gl/4001-liquor-promotion-guidelines.pdf</a>. 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.</p> <p>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 accompanying guest/s if they are deemed to be inebriated.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP21/00238.4</p> <p>SA Licence No. T21/227</p> <p>NSW Authority No. TP/00044</p>

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/claim must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Passes from any other competitions cannot be used for this competition, and are void if copied, forged, stolen or interfered with. 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 making a claim/entering. If you claim/enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

3 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.

4 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.

5 Redemption of the Digital Prepaid Mastercard is subject to the terms and conditions of Edge Loyalty including activating the Digital Prepaid Mastercard before the specified expiry date which will be sent to the claimant when their Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number they provided when entering the promotion.

(a) The Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with their Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Entrant will automatically download and open the Mobile Pay App, populating and validating the Entrant's mobile number and activation code. The Entrant is then required to enter their claim id, and if they are:

- A first time user of the Mobile Pay App, create a password (minimum of 6 characters) and enter their date of birth; or
- A registered user of Mobile Pay App already, enter their existing password.

The Entrant may then add the card to the wallet on their phone.

(b) Entrants can create a PIN for the Digital Prepaid Mastercard via the Mobile Pay App as using the Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the "Do I need to set a PIN on my card?" FAQ located at <https://edgemobilepay.com/support>.

(c) Entrants who do not have a supported smart phone will be notified via a web page when they click on the link that was sent to them by SMS to activate their Digital Prepaid Mastercard. The web page will direct them to Edge's customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <http://www.activatethecard.com.au/termsandconditions>.

(d) Digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 3 months in which the Digital Prepaid Mastercard activation code must be activated.

(e) The Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you notice prior to expiry.

The Mobile Pay Pre-paid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. See <https://edgemoobilepay.com/terms-and-conditions> for terms and conditions. Card expiry card balance can be viewed on your mobile phone in the Mobile Pay app. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

The eftpos® prepaid gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by Edge Loyalty Systems ABN 96 138 299 288 of 534 Church Street, Cremorne, VIC, 3121.

#### 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 claim/entry are deemed by the Promoter to breach these Terms and Conditions, your claim/entry (or at the Promoter's discretion, all of your claims/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 claims/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 If you 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 bonus gift/prize or restrict you from participating in any elements of the bonus gift/prize, at its discretion.
- 10 The Promoter is not liable for claims/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 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, subject to any necessary approval by the state/territory gaming authorities.
- 13 By claiming/entering, you request that your full address not be published.
- 14 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, 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.
- 15 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

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 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).
- 18 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.
- 19 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.