

Hoegaarden Beergarden Blitz Promotion

Terms and Conditions

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| Promoter | CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Blvd, Southbank VIC 3006. |
| Who can enter? | Only Australian residents who are aged 25 or over. |
| Competition Period | 12.01am (AEDT) on 14/01/2019 to 11.59pm (AEDT) on 08/02/2019. |
| Where will the competition run? | The competition will run in all Australian States & Territories. |
| Website | https://hoegaarden-blitz.com |
| Entry instructions | To enter, you must, during the Competition Period: (a) visit the Website, locate the entry page and fill out and submit the online entry form, including by nominating any liquor licensed venue (Nominated Venue) and answering in 25 words or less why your Nominated Venue should get a Beergarden Blitz makeover, and providing all other requested information. |
| How many winners will there be and how will they be chosen? | This is a game of skill. At the end of the Competition Period, a judging panel appointed by the Promoter will review each valid entry and will judge the entries based on creativity, brand suitability and venue practicality to determine the winner. Chance plays no part in how the winner will be selected. The 3 entries judged to be the best will create a shortlist and will be contacted to determine eligibility as outlined below in "Shortlisted Venues". The 3 Shortlisted Venues will be given to Jamie Durie to choose the winning venue (Winning Venue). All judging decisions are as determined by the Promoter and Jamie Durie, in their absolute discretion. |
| Shortlisted Venues | Shortlisted Venues will be contacted by the Promoter to confirm they meet the eligibility requirements as follows: <ul style="list-style-type: none"> • they are a CUB partner Venue; • they are a contemporary venue that fits with the Hoegaarden brand; • they serve food during lunch hours; and • they are agreeable to provide access to their garden to measure. Shortlisted Venues must agree to the following if they are the winner: <ul style="list-style-type: none"> • range Hoegaarden for a minimum of 6 months including serving Hoegaarden with orange wheel; • allow Hoegaarden signage in the beer garden; • keep campaign promotional material up for a minimum of 6 months; • allow access to the Venue's garden for up to 48 hours for the make-over; • allow access to garden for the launch party; and • consent to film the make-over and launch party. If a Shortlisted Venue does not meet the eligibility criteria or agree to the above, then the corresponding entry/ies will be discarded and the Promoter will select the next best entry/ies. |
| What can I win? | There is 1 prize available. The Winning Venue will receive a makeover of their beer garden by Jamie Durie and his team including a launch event, valued at up to \$20,000. If you nominated the Winning Venue and had the best answer, you will be deemed the Winner, and will receive tickets for you and 1 adult companion (25+) to attend the Winning Venue for their beer garden launch party, valued at \$150. |

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| Total prize pool | The total prize pool is up to \$20,150. |
| How many times can I enter? | There is no limit on the number of entries you can submit, provided each entry is submitted separately in accordance with these Terms and Conditions. |
| How and when will the winner/s be informed? | <p>Winner and the Winning Venue will be notified:</p> <ul style="list-style-type: none"> • by phone; and • in writing <p>within two days of determination.</p> <p>Winner will have their name and the name of the Winning Venue published on the Website on 15/02/2019.</p> |
| Collection and use of your personal information | <p>If you are the 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 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 http://cub.com.au/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>(a) 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: http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. 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>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</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 Every entry, including any "25 words or less" statement, must be your original work and not copied.
- 3 The Promoter may copy and amend your entry (including the "25 words or less" statement) and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 4 You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). 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).

- 5 You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material.

Prizes

- 6 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, including, as relevant:

- (a) validity period/s;
- (b) conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
- (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer; and
- (d) any additional fees (payable by you) relating to changes made by you/your companion to an event prize after it has been booked.

- 7 You/your companion are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, 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 must keep their tickets safe and the Promoter will not replace lost or stolen tickets.

- 8 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.

- 9 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. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 10 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).

- 11 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 prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

- 12 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.

- 13 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.

- 14 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.

- 15 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 competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

- 16 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 17 The Promoter's decision in connection with all aspects of this competition is final.
- 18 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.
- 19 If publication will take place, by entering, you request that your full address not be published.
- 20 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.

Liability

- 21 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 22 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).
- 23 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.
- 24 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.