

## TERMS AND CONDITIONS OF ENTRY

### 1. Promotion Name

- a. Win a Day on The Bay

### 2. Conditions of Entry

- a. Information about the prize and how to enter forms part of these Conditions of Entry. Entry into this promotion is deemed acceptance of these Terms and Conditions of Entry by each entrant.
- b. Entry is open to residents of Queensland aged 18 and over who enter the promotion in the required manner ("Eligible Entrant").
- c. Employees of Felons Brewing and Howard Smith Wharves and their immediate families are not permitted to enter.

### 3. Duration of the Promotion

- a. Entry into the competition opens at 9am (AEST) 1 Dec 2023 and closes at 10pm (AEST) on 31st Dec 2023 ("the Promotional Period").

### 4. How to Enter

5. To enter the promotion Eligible Entrants must do all of the following:
  - a. purchase a 4-pack of Felons beer that is marked with the promotional QR code;
  - b. scan the QR code to access the promotional website
  - c. complete the required particulars including (unless the entrant has already subscribed) signing up to receive the Felons newsletter
6. An Eligible Entrant may enter the promotion as many times as they wish.
7. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, illegible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter during the promotional period. The Promoter accepts no responsibility for late, lost or misdirected entries.
8. Any costs associated with accessing the Promotional Websites remain the responsibility of each entrant and are dependent on the Internet Service Provider used.
9. If any of the contact details provided to the Promoter are incorrect the entry shall be deemed invalid and ineligible.
10. By entering the competition, the winner consents to the use of their name, state of residence and image for promotional and marketing purposes.

### 11. Details of Prizes

- a. There will be one prize winner for the duration of the Promotional Period.
  - b. The prize will consist of a 'Day on the Bay' (valued at approximately \$6,000).
    - Felons Brewing Co. will charter a luxury cruiser for the winning eligible entrant (+5 friends), exploring the Moreton Bay region. Departing from a location close to Brisbane CBD & guided by a local skipper (valued at approximately \$6,000).
      - o The date of the trip will be determined after the Promotional Period timeframe has elapsed and the winner has been contacted. Prize must be used within 6 months of claiming.
    - Felons Brewing Co. will supply cartons beers for the winning eligible entrant + 5 friends to enjoy on the boat (valued at approximately \$400).
    - Eski stocked with the best local seafood (valued at approximately \$500).
    - Swag pack of Felons merch to take home for 6 people (valued at \$200 each).
  - c. For clarity, the prize does not include the cost of transport to and/or from.
  - d. Winner is responsible for organizing their own transport to/from the departure location, close by to Brisbane CBD.
12. The winner of each prize must claim their prize by responding to the Promoter's email message with their full name, phone number, and postal address.

### 13. Prize Draw

14. There will be one computer automated prize draw on the first day of each month during the Promotional Period.

15. The prize draw will take place at the offices of Felons Brewing Co at Howard Smith Wharves.
16. Prize draw will take place at approximately 12pm, Jan 1st (AEST).
17. **Notification of Winner**
18. Each prize winner will be notified by email on the day of each corresponding prize draw.
19. The Promoter will assist the prize winner as much as is practicable to ensure the prize is taken according to these terms and conditions.
20. **Unclaimed Prize Draw**
21. If any prize has not been claimed by the winner by 12pm on the day that is seven days after the corresponding prize draw ("the unclaimed prize"), an unclaimed prize draw for the unclaimed prize will occur immediately after that time on that day. The unclaimed prize draw will be a random computer generated prize draw. The winner will be notified by email as soon as practicable after the draw.
22. **No Liability**
23. To the extent permitted by law, the Promoter is not responsible or liable for:
  - a. inaccurate/incorrect transcription of entry information;
  - b. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
  - c. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
  - d. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
  - e. unauthorized human intervention in any part of the competition;
  - f. electronic or human error which may occur in the administration of the competition;
  - g. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize winner and, where applicable, to any family/persons accompanying a winner; or
  - h. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
24. **The Promoter will not be liable for personal injury suffered as a consequence of any prize winnings. The winner, and any other relevant person identified for the purpose by the promoter, must sign and return any liability release and indemnity provided by the Promoter and/or its contractors as a condition of a prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner. This condition does not affect, and is not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.**
25. **RSA**
26. The Promoter will not permit the delivery of the prize unless satisfied the person accepting delivery is 18 years of age or older including requiring appropriate proof of age to be produced to any person making the delivery, and unless the person delivering the prize is satisfied that the person accepting delivery is not unduly intoxicated.
27. **General**
28. The Promoter is Felons Brewing Co. (ABN 68 618 959 238). The personal information of entrants may be collected to enable the Promoter to administer and promote this competition and its winners and may be used to market its services to the entrant. The personal information of the entrants will be held and used in accordance with the Promoter's privacy policy which is available at <https://felonsbrewingco.com.au/privacy-policy/>. The personal information of winners may be provided to others assisting, including prize suppliers and deliverers, and to authorities that regulate this competition. In the event that entrants decide to opt out of receiving information on promotions, services and market research provided by the Promoter they can do so by emailing [contact@felonsbrewingco.com.au](mailto:contact@felonsbrewingco.com.au) or by contacting the Promoter on telephone 07 3188 9090. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the prize.

29. Prizes must be redeemed within six months of the date of the prize draw.
30. Prizes may not be exchanged, including for cash or credit.
31. This promotion is conducted under the laws of the State of Queensland, Australia.