## VB NRL Vegas Giveaway Terms & Conditions ("Conditions of Entry")

	Schedule				
Promotion:	VB NRL Vegas Giveaway				
Promoter:	Carlton & United Breweries Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054				
	For any inquiries regarding this Promotion, please contact the Promoter at <a href="mailto:consumerrelations@asahi.com.au">consumerrelations@asahi.com.au</a> or on 1800 244 054				
Promotional	<b>Start date:</b> 06/01/25 at 09:00 am AEDT				
Period:	<b>End date:</b> 25/01/25 at 11:59 pm AEDT				
Eligible	Entry is only open to NSW and QLD residents who are 21 years and over.				
entrants:					
How to	To enter the Promotion, the entrant must complete one of the following entry methods during the Promotional				
Enter:	Period:				
	Entry Method 1: Facebook				
	<ul> <li>a) visit the Victoria Bitter Facebook Page at <a href="www.facebook.com/VB">www.facebook.com/VB</a> and locate the promotional post; and</li> <li>b) follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and mobile number), their favorite VB product, the NRL team they support and an answer to the following question: Tell us in 25 words or less why you've earned the chance to go to the NRL.</li> </ul>				
	Entry Method 1: Instagram				
	a) visit the Victoria Bitter Instagram Page at <a href="https://www.instagram.com/victoriabitter">www.instagram.com/victoriabitter</a> and locate the promotional post; and				
	b) follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and mobile number), their favorite VB product, the NRL team they support and an answer to the following question: Tell us in 25 words or less why you've earned the chance to go to the NRL.				
Entries	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive				
permitted:	one (1) entry.				
Total Prize	Up to AUD \$12,260.00				
Pool:					

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is an NRL Las Vegas experience for the	1	Up to	Judging
winner and one (1) friend (aged 21 years or older)		AUD\$12,260.00	
which includes:			
<ul> <li>return economy class flights for 2 people</li> </ul>			
from the winner's nearest capital city in NSW			
or VIC to Las Vegas (departing on 25/02/25			
and returning on 02/03/25);			
<ul> <li>5 nights' twin share accommodation at the</li> </ul>			
Wynn Las Vegas Resort & Casino for 2 people;			
• 2 x silver tickets to the NRL Opening Round at			
Allegiant Stadium, Las Vegas on 01/03/25;			
and			
an exclusive NRL merchandise pack.			

Prize	<u>Ticket Prize Conditions</u>		
Conditions:	• This prize is for or relates to the NRL opening round at Allegiant Stadium, Las Vegas on 01/03/25 (an "Event").		
	The exact time will be confirmed and communicated to the winner. If the winner is unwilling or unable to attend at the designated time for an Event, they forfeit that part of the prize and the Promoter is not obliged to substitute that part of the prize.		

- The NRL ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- All costs associated with travel to and from the NRL opening round at Allegiant Stadium, Las Vegas will be the responsibility of the winner and their guest for the prize.

## **General Conditions**

- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The winner and his/her travel companion must depart from and return to the same departure point and travel together.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize is subject to booking and flight availability
- Frequent flyer points will not be awarded and do not form part of the prize.
- The winner and his/her companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure and must be permitted to travel outside Australia.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The winner may be required to present their credit card at check in.
- The prize requires the winner to contact the Promoter in order to book travel.
- The prize is non-transferable and non-exchangeable, and no cash alternatives will be provided
- The fares are not permitted for upgrades, allocation or redemption of points due to the nature of the booking.
- The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. The winner is responsible for any additional taxes and/or fees associated with the accommodation, unless otherwise stated.
- 23kg of checked luggage will be included as part of the prize, along with 7kg of onboard luggage. Any additional luggage beyond these limits will incur extra charges payable by the prize winner and his/her travel companion.
- The prize winner and his/her travel companion are expected to arrive at the airport 3 hours before check-in. The prize will not be reimbursed if they miss their flight.
- The Promoter strongly recommends that the winner obtain travel insurance for the prize trip. However, any costs associated with obtaining travel insurance will be the responsibility of the winner.
- The prize winner and his/her travel companion must be 21 years or older.
- A USA Visa waiver is required for entry into the USA. Please complete this process before departure by visiting the Official ESTA Application Website, U.S. Customs and Border Protection (dhs.gov).

## Winner notification: Unclaimed Prizes:

The winner will be contacted via their Instagram or Facebook account (depending on the method of entry) within seven (7) business days of the judging.

In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

## 5. Judging:

- a) The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided to the promotional question.
  - i) The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
  - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
  - iii) The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.
- 6. All reasonable attempts will be made to contact the winner.
- 7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. 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 https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol.
- 9. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (http://www.facebook.com/terms.php) and the Instagram Terms of Use, (http://instagram.com/legal/terms/). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions\_guidelines.php and the Instagram promotion guidelines which can be found at: http://help.instagram.com/179379842258600. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook and Instagram. The entrant releases Facebook and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.
- 10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
- 11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
- 13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 14. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 15. Entrants' personal information will be collected by the Promoter directly or through its agents or contractors. By entering, the entrant consents to the Promoter keeping personal information on its database. The Promoter may use this information to conduct and manage the Promotion and for future marketing purposes regarding its products, including contacting the

entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at https://asahi.com.au/privacy. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion, to communicate with the entrants or in storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.

- 16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
- 17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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. If for any reason any aspect of this Promotion 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 Promotion and invalidate any affected entries, or suspend or modify a prize.
- 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 21. All material submitted on entry (e.g. comment(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sublicensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify,

adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

- 22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 23. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
- 24. The winner will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 25. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.