

**PL \$30 Merch Voucher - Off Premise Promotion Terms & Conditions ("Conditions of Claim")**

<b>Schedule</b>									
<b>Promotion:</b>	PL \$30 Merch Voucher - Off Premise Promotion								
<b>Promoter:</b>	PIRATE LIFE BREWING PTY LTD ABN 19 167 106 096, 18 Baker Street, Port Adelaide, SA 5015, Australia. Ph: 08 8340 1447  For any inquiries regarding this Promotion, please contact the Promoter via <a href="mailto:info@piratelife.com.au">info@piratelife.com.au</a> .								
<b>Promotional Period:</b>	<b>Start date:</b> 01/10/24 at 09:00 am AEST <b>End date:</b> 28/02/25 at 11:59 pm AEDT								
<b>Eligible claimants:</b>	Claims are only open to Australian residents who are 18 years and over.								
<b>How to Claim:</b>	To claim a gift, the claimant must complete the following steps during the Promotional Period:  a) purchase any specially marked 16-pack of South Coast Pale Ale, to share while stocks last, from any store in Australia that stocks and sells the specially marked pack (including online) ("Participating Store"); b) peel the sticker on the specially marked pack to reveal a unique code; and c) visit <a href="http://www.southcoastpale.com.au">www.southcoastpale.com.au</a> , follow the prompts to the Promotion claim page; and fully complete and submit the online claim form with their personal details (first name, last name, email address and state/territory of residence) and their unique code.  If the unique code is recognised, the \$30 Pirate Life Merch e-gift Voucher will be emailed to the claimant.  The claimant must fill out the online claim form for every claim.								
<b>Claims permitted:</b>	Multiple claims permitted subject to the following: a) limit one (1) qualifying purchase and claim per person per day; b) maximum of one (1) claim per qualifying purchase; c) unrecognised codes will be deemed invalid; d) the same unique code cannot be used more than once; and e) each claim must be completed separately in accordance with the claim instructions above								
<b>Total Gift Pool:</b>	AUD \$1,350,000.00								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Gift Description</th> <th style="width: 15%;">Number of this gift</th> <th style="width: 20%;">Value (per gift)</th> <th style="width: 25%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The gift is a \$30 Pirate Life Merch e-gift Voucher, redeemable for Pirate Life merchandise only.</td> <td align="center">45,000</td> <td align="center">AUD\$30.00</td> <td align="center">Gift with Purchase</td> </tr> </tbody> </table>		Gift Description	Number of this gift	Value (per gift)	Winning Method	The gift is a \$30 Pirate Life Merch e-gift Voucher, redeemable for Pirate Life merchandise only.	45,000	AUD\$30.00	Gift with Purchase
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<b>Gift Conditions:</b>	<ul style="list-style-type: none"> <li>• Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.</li> <li>• Voucher is valid to 30/06/25.</li> <li>• Can be used for merchandise only (not alcohol).</li> <li>• Cannot be used to cover shipping costs</li> <li>• Cannot be stacked or used in conjunction with any other discounts.</li> <li>• Online purchases only.</li> <li>• The voucher will be delivered via email.</li> </ul>								

1) The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.

- 2) The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3) Valid and eligible claims will be accepted during the Promotional Period.
- 4) Employees (and their immediate family members) of the Participating Stores, 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 claim. "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) The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Claimants 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>.
- 6) No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
- 7) Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 8) Claimants' personal information will be collected by the Promoter and/or by Carlton & United Breweries Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia ("CUB") ("the Collectors") directly or through their individual agents or contractors. By claiming, the claimant consents to the Collectors keeping personal information on their respective databases. The Collectors may use this information to conduct and manage the Promotion and for future marketing purposes regarding their products, including contacting the claimant electronically. The Collectors will handle personal information in accordance with their privacy policy which is located at <https://asahi.com.au/privacy>. The Collectors gather personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including their contractors and agents, gift suppliers and service providers to assist in conducting this Promotion, to communicate with the claimants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Collectors' direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the claimant 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 claiming, you consent to receive email or SMS messages from the Collectors without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.
- 9) If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim in the event of any inconsistency. To the extent permitted by law the Promoter/CUB accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 10) Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).

- 11) 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 gift.
- 12) The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
- 13) The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
- 14) The Promoter and its associated agencies and companies (including but not limited to CUB) 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 gift (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter (or its associated organisations) 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 such case each organisation's liability is limited to the minimum allowable by law).
- 15) The claimant(s) 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.
- 16) The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
- 17) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.