Instant Win PL \$30 Merch Voucher - On Premise Promotion Terms & Conditions ("Conditions of Entry")

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| Promotion: | Instant Win PL \$30 Merch Voucher - On Premise Promotion | | | | | |
| Promoter: | 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 Participating Venue. | | | | | |
| Promotional | | | | | | |
| Period: | advertising in venue, which will be no earlier than 01/10/24 | | | | | |
| | End date: The Promotion ends in each Participating Venue on the end date specified on promotional advertising in venue, which will be no later than 28/02/25. | | | | | |
| Eligible Entrants: | Entry is only open to Australian residents who are 18 years and over. | | | | | |
| How To Enter: | To enter the Promotion, the entrant must complete the following steps during the Promotional Period: | | | | | |
| | a) purchase any South Coast Pale Ale product from any venue in Australia displaying advertising for this Promotion ("Participating Venues"). Entrants will receive a game card at the time of purchase, while stocks last; b) visit www.southcoastpale.com.au, follow the prompts to the Promotion entry page and enter the unique code on the game card to reveal whether or not they have won a prize; and c) if they have won a prize, fully complete and submit the online entry form with their personal details (first name, last name, email address and state of residence) to receive the prize via email. Proof of purchase: The entrant must retain proof of purchase. The proof of purchase required is the unique code on the game card. Each Participating Venue will be provided with one (1) or more kits. Each kit will contain 500 game cards (include 125 winning game cards). The total maximum prize pool and number of kits in each of SA and nationally are listed below: Total Maximum Number of kits Total Maximum Prize Pool \$562,500.00 | | | | | |
| | ACT Nationally | 300 | | 15,000.00 1,125,000.00 | | |
| | Ivationally | 300 | Ş. | 1,123,000.00 | | |
| | Total prize pool per 'kit' is: \$3,750.00. | | | | | |
| | The total prize pool in any Participating Venue in NSW will not exceed \$10,000. | | | | | |
| | Maximum of one (1) game card permitted per qualifying transaction. Limit one (1) game card perm | | | | | |
| | | | | | | |
| | person each day. | | 1 | T | T | |
| | | iption | Number of this prize (per kit) | Value (per prize) | Winning Meth | nod |
| | person each day. Prize Descr | e- voucher, redeemable for | | Value (per prize) AUD\$30.00 | Winning Meth | nod |

- Cannot be stacked or used in conjunction with any other discounts
- Online purchases only.
- The voucher will be delivered by email.
- 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 the Participating Venues, 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.
- 5. Entrants must keep their proof of purchase specified in the "How to Enter" section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. If the Promoter invalidates an entry and forfeits the entrant's right to a prize, the Promoter may require a prize already awarded to be returned to the Promoter or a Participating Venue.

6. Instant Win:

- a) The probability of winning a prize is 1 out of 4.
- b) Printing and other quality control errors will not invalidate an otherwise valid prize claim.
- c) Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
- d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- e) The maximum number of promotional game cards that will be distributed during the Promotion is 225000
- 7. If any 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. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9. 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 license 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.
- 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 11. 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, subject to any written directions of a regulatory authority.
- 12. No entry fee is charged by the Promoter to enter the Promotion.
- 13. Entrants' 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 entering, the entrant 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 entrant 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 entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion, to communicate with the entrants 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 entrant 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 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 Collectors without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.

- 14. 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/CUB 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.
- 15. 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).
- 16. 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, subject to State or Territory regulation.
- 17. 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. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
- 18. 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.
- 19. 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 prize (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).
- 20. The winners 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.

- 21. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
- 22. A Participating Venue will not offer this Promotion as an inducement directed at encouraging patrons to gamble in line with relevant State gambling authorities.
- 23. A Participating Venue will not offer this promotion as an inducement directed at encouraging patrons to consume alcohol in line with relevant state liquor authorities.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 25. Authorised under: SA Permit No. T24/1540 and ACT Permit No. TP 24/02015