

Hard Rated Caps Sales Driver Kit Promotion Terms & Conditions ("Conditions of Entry")

Schedule											
Promotion:	Hard Rated Caps Sales Driver Kit Promotion										
Promoter:	CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054 For any enquiries regarding this Promotion, please contact the Participating Venue.										
Promotional Period:	Start date: The Promotion starts in each Participating Venue on the start date specified on promotional advertising in venue, which shall be no earlier than 01/01/26 End date: The Promotion ends in each Participating Venue on the end date specified on promotional advertising in venue, which shall be no later than close of business on 31/12/26										
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 2 Hard Rated products or a jug to share, in one (1) transaction from any participating venue displaying promotional material ("Participating Venues"). Entrants will receive a game card at the time of purchase; while stocks last; and b) scratch the game card to reveal whether or not they have won a prize. Instant win prizes available to be won are listed below. Each Participating Venue will be provided with one (1) kit. Each kit will contain 150 game cards (includes 15 winning game cards). The total maximum prize pool and number of kits in each of SA and nationally are listed below. <table><tr><td></td><td>Total Maximum Number of Kits</td><td>Total Maximum Prize Pool</td></tr><tr><td>SA</td><td>20</td><td>\$9,000.00</td></tr><tr><td>Nationally</td><td>200</td><td>\$90,000.00</td></tr></table> Total prize pool per ‘kit’ is: \$450. The total prize pool in any Participating Venue in ACT will not exceed \$3,000. The total prize pool in any Participating Venue in NSW will not exceed \$10,000.			Total Maximum Number of Kits	Total Maximum Prize Pool	SA	20	\$9,000.00	Nationally	200	\$90,000.00
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SA	20	\$9,000.00									
Nationally	200	\$90,000.00									
Entries permitted:	Maximum of one (1) game card permitted per qualifying transaction. Limit one (1) game card permitted per person each day.										
Winner Determination:	<u>Instant Win:</u> a) The chance of winning a prize is 1 in 10. b) To redeem the prize, the winner must surrender their winning card to staff at the Participating Venue of receipt by the Promotion end date in venue. c) Printing and other quality control errors will not invalidate an otherwise valid prize claim. d) 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. e) Instant win game materials void if stolen, forged, mutilated or tampered with in any way. f) The maximum number of promotional game cards that will be distributed during the Promotion is 30,000.										

Prize Description	Number of this prize per kit	Value (per prize)
The prize is a Hard Rated branded cap (1 size only).	15	AUD\$30.00

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the 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"). Where applicable, 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 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. 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, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
6. 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.
7. 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>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at liquorandgaming.nsw.gov.au. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
8. 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.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
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. 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.
14. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize
15. 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.

16. 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).
17. 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.
18. 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). If 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.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If 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, acting reasonably, will be final.
20. 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 willful 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).
21. The winner(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.
22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. A Participating Venue will not offer this Promotion as an inducement directed at encouraging patrons to gamble and/or consume alcohol in line with relevant State gambling and liquor authorities.
25. Authorised under: SA Permit No. T25/1751.