Trade Promotion: Game of Chance Schedule to Terms of Entry

Name of Promotion	Peroni BWS Win a Pair of Superga Shoes Every Hour Promotion
Permit numbers	NSW Permit No. LTPS/19/40740 ACT Permit No. TP19/04836 SA Permit No. T19/2106
Website	www.peronibeer.com.au/promotions/superga
Promoter	Asahi Premium Beverages Pty Ltd
	ABN 49 077 568 480
	58 Queens Bridge Street
	Southbank VIC 3006
	HELPLINE: 1800 244 054
Relevant States	NSW, ACT, SA, NT, QLD, Vic, WA and Tas
Participating Stores	BWS in the Relevant States and their official online store
	www.bws.com.au
Entrants	Entry to the Promotion is open to Australian residents aged 18 years+ and who fulfil the entry requirements.
Entry Restrictions	Must be aged 18 years+.
	Must have a current drivers licence.
	Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, any Participating Store, or of the agencies or companies associated with this Promotion are ineligible. "Immediate families" means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
Promotion Period	Starts: 9.00am 29/01/2020
	Ends: 11:59pm 25/02/2020
	All times are Melbourne times.
	No entries will be accepted after this time.
Entry Mechanic	To enter, entrants must during the Promotion Period:
	 purchase a 24 pack carton (330ml bottles) of either Peroni Nastro Azzurro or Peroni Leggera from a Participating Store (Qualifying Purchase); then visit the Website and follow the instructions to complete the entry online including personal detail, uploading a copy of their purchase receipt and preferred shoe size. Residential address only. No PO Boxes allowed.

	FOR ALL ENTRIES , retain all copies of receipts for the Qualifying Purchase (which clearly shows the store name, location, date and product(s) purchased) as proof of purchase. Receipt(s)/invoice(s) must show that the purchase was made during the Promotion Period but prior to entry. Failure to produce the proof of purchase for all entries or claims when requested by the Promoter may, in the absolute discretion of the Promoter, render all of an entrant's entries invalid and forfeit their right to any prize.
Maximum Number of Entries	 Multiple entries are permitted throughout the Promotion Period, subject to Clause 12 and the following: (a) only one (1) entry is permitted per Qualifying Purchase (and no receipt sharing is allowed); (b) maximum of one (1) entry per household; (c) maximum of two (2) entries per day; (d) a maximum of four (4) entries will be accepted per receipt/invoice (regardless of the number of Qualifying Purchases featured on that receipt/invoice); (e) each entry must be submitted separately and in accordance with entry requirements; and (f) unrecognised unique codes and/or receipt (or invoice) numbers will be deemed invalid. Any entry that in the Promoter's opinion is: based on a shared receipt/invoice; or lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents,
	including but not limited to the use of a competition entry service, will be void and at the absolute discretion of the Promoter, renders all of an entrant's entries invalid and he/she will forfeit his/her right to any prize.
Draw Details	Draws will be random electronic draws by computer held at Pilgrim, 51A, 23 North Street, Leichhardt NSW 2040. Draws will be conducted hourly for each day of the Promotion Period, commencing at 10am on 29/01/2020 and ending at 12:00am on 26/02/2020 (so 24 draws each day; 1 draw per hour x 28 days = 672 draws). In each draw, the first valid entry drawn will win a prize. Entries are cumulative from one draw to the other, unless and until an entry is drawn as a winner. If no entries are received up to the time of the

	draw, the prize will roll over into the next scheduled draw and in that case, more than one valid entry will be drawn (as applicable to the number of prizes that need to be distributed).
	In each draw, additional reserve entries may be drawn and recorded in order in case an invalid entry or ineligible entrant is drawn.
	All entries submitted by a winner may be validated prior to a prize being awarded.
Prize Details	In total, there are 672 prizes to be won; 1 prize to be won each hour of each day of the Promotion Period.
	Each prize is a white pair of Classic Superga 2750 shoes valued at \$89.95.
	Max one prize per person, excluding SA residents.
	Shoe size availability is limited . While the Promoter will make all reasonable efforts to ensure a winner receives their preferred shoe size, the Promoter cannot guarantee that a winner will receive their preferred shoe size.
	Winners will receive an email from the Promoter to validate their entry and confirm all entry details (delivery address, shoe size). Once validated, winners are advised to allow up to 6 weeks from verification to receive their prize.
Total Number of Prizes	672
Total Prize Pool	\$60,446.40 (inc GST)
Notification of Winner/s (including Unclaimed Prize Winner/s)	Winners will be notified by email within 2 business days of the draw
Publication Details of Winner(s)	Winners will be published on the Website (<u>www.peronibeer.com.au/promotions/superga</u>) on 06/03/2020
Prize Claim date	Prizes must be claimed by 5:00pm on 26/5/2020
Draw for Unclaimed Prize Details	27/5/2020 at 10:00am at the same place as the original draw.
	This draw will not be conducted if there are less entrants than prizes available. Additional reserve entries may be drawn and recorded in order in case an invalid entry or
	ineligible entrant is drawn.
Publication Details of unclaimed	Any winner/s in the unclaimed prize draw will be

prize Winner(s)	published on the Website on 05/6/2020.
Full Ts&Cs	www.peronibeer.com.au/promotions/superga

Trade Promotion: Game of Chance Terms of Entry

- 1 These terms must be read together with the Schedule for this Promotion. The Schedule defines terminology used in these Terms of Entry. Participation in this Promotion constitutes acceptance of these Terms of Entry. Where there is any inconsistency between the Schedule and these terms, the Schedule prevails.
- 2 Entry is open only to Entrants of the Relevant States/Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter, of any Participating Store or of its related bodies corporate, or of the agencies or companies associated with this Promotion are ineligible to enter.
- 3 The Promotion will be conducted during the Promotion Period.
- 4 To enter the Promotion, entrants must follow the Entry Mechanic during the Promotion Period.
- 5 Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 6 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
- 7 The judges' decisions are final and no correspondence will be entered into. The Promoter's decision not to enforce a specific condition does not constitute a waiver of that condition or of the Terms of Entry in general.
- 8 Prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 9 All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 10 The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- 11 Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
- 12 Entrants may only enter the Promotion in their own name and can only use one (1) name for all entries submitted to the Promotion; there can be only one (1) email address and one (1) residential address used in connection with an entrant's name. Entrants who are deemed by the Promoter to have entered using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. Entrants cannot enter on behalf of another person at any time.

The Promoter (or its nominated agent) reserves the right at any time during or after the Promotion Period to request entrants to produce (within the requested timeframe specified by the Promoter) suitable photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to verify the validity of their entry/ies and to verify an entrant (including their identity, age, residential address, place of employment, eligibility to enter and eligibility to claim a prize). If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant has not been verified or validated to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will become invalid. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.

- 13 The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- 14 At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- 15 If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 16 The winner/s will be notified as stated in the Notification of Winners section of the Schedule.
- 17 If any prize is not claimed in accordance with these terms of entry, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If a prize is no longer able to be redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s where a permit has been issued, if required.
- 18 Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 19 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) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 20 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 21 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has a) failed to provide adequate identification to the satisfaction of the Promoter, b) tampered with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, c) acted in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person, or d) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the Promotion and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this Promotion. Failure by the Promoter to enforce any of its rights at any state does not constitute waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.
- 22 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 23 Prizes are not transferable or exchangeable and cannot be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s where a permit has been issued, if required.
- 24 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network/communications failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this

Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State/Territory where permits have been issued, if required.

- 25 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinkingalcohol#block-views-block-file-attachments-content-block-1
- 26 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 27 The information entrants provide will be used by the Promoter for the purposes of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Entrants can read the Promoter's Privacy Policy at <u>https://www.asahipremiumbeverages.com/privacy</u> Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting Consumer Services on 1800 244 054.
- 28 The Promoter may run, communicate or advertise this promotion using Facebook and/or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.