

TERMS AND CONDITIONS

“Cheers to Summer”

- Information on how to enter and the prize forms part of these Terms and Conditions.
- Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Entry is only open to Australian residents over the age of 18.
- Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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.
- Promotion commences on 06/11/2017 and closes at 04:00pm AEDST on 16/12/2017 (“Promotional Period”).
- To enter, individuals must purchase a participating CUB product or glass of house red or white wine, input the requested details including their first name, last name, valid email address, telephone, address and postcode and submit the fully completed entry form during the Promotional Period.
- The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- Incomplete or indecipherable entries will be deemed invalid.
- If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- The weekly draws will take place at the Marlow Hotel at 4pm each Saturday, with the final weekly draw on 16/12/2017. The winner will be notified each week by SMS.
- 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.
- The Promoter's decision is final and no correspondence will be entered into.
- The weekly prize pool includes:

PRIZE POOL		
<i>Week 1 -</i>	UFC TICKETS + CORONA ESKY	DRAWN 11 NOV @ 4PM
<i>Week 2 -</i>	SCG BIG BASH TICKETS + CORONA BEANBAG	DRAWN 18 NOV @ 4PM
<i>Week 3 -</i>	SYDNEY FC TICKETS + VB FOOTY	DRAWN 25 NOV @ 4PM
<i>Week 4 -</i>	JANUARY 2018 CORONA SUNSET FESTIVAL TICKETS	DRAWN 2 DEC @ 4PM
<i>Week 5 -</i>	SUMMERNATS TICKETS + STATE OF ORIGIN RETRO JERSEY	DRAWN 9 DEC @ 4PM
<i>Week 6 -</i>	\$500 FUNCTION VOUCHER	DRAWN 16 DEC @ 4PM

- If for any reason the winner does not take the prize (or an element of that prize) by the time stipulated by the Promoter, then the prize (or the element of that prize) may draw a second winner from that weeks entries.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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 consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of the prize.