

Victoria Bitter NRL Footy Tipping Promotion

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Who can enter?	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over;</p> <p>(b) can take the major prize on dates to be determined by the Promoter pending the official 2022 Telstra NRL Grand Final fixtures; and</p> <p>(c) sign up to participate/become a registered user of the Fanzo app.</p> <p>Registration to the Fanzo app (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the Fanzo app available at www.fanzo.com/au/terms-and-conditions, as amended from time to time.</p>
Who can't enter?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>
Competition Period	12.01am (AEDT) on 01/03/2022 to 11.59pm (AEST) on 04/09/2022.
Where will the competition run?	The competition will run in participating liquor licensed venues which are displaying promotional material (Venues) in New South Wales.
Website	www.fanzo.com .
Entry instructions	<p>To enter, you must, during the Competition Period:</p> <p>(a) download the Fanzo app and register your details by providing all requested information including selecting your favourite NRL team and if you are joining a Venue league, select your local participating Venues (you may choose up to two Venues);</p> <p>(b) find the NRL Footy Tipping Competition, click the join league button for that Venue; then</p> <p>(c) before each round of the 2022 Telstra NRL season (excluding finals series), submit your tips for each game in the round via the Fanzo app to earn a reward (See the 'How many rewards will there be and how can I claim my reward?' section below) and for the chance to win a 2022 Telstra NRL Grand Final experience.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p> <p>For the avoidance of doubt, you can only join the tipping league for a maximum of two Venues.</p> <p>To be eligible for a Reward, you must have your location services switched on.</p>
How many rewards will there be and how can I claim my reward?	<p>If the Venue you have selected has Rewards available at the time of entering, the Rewards are as follows, either:</p> <p>Tip Reward Schooner</p> <p>Submit your NRL tips for all games in a round while in attendance at your selected local Venues to receive a 425ml schooner of Victoria Bitter (Tip Reward Schooner). Once you have completed your tip submission for the entire round, your Tip Reward Schooner voucher will be loaded into your Fanzo wallet (available in the Fanzo app).</p> <p>To redeem your Tip Reward Schooner, present your Tip Reward Schooner voucher to staff at your selected local Venues. All vouchers will expire at 6pm on the following Friday after the voucher is won. If you do not use your Tip Reward Schooner voucher prior to this time, you forfeit your Tip Reward Schooner reward.</p> <p>or</p> <p>2 for 1 Schooner</p>

	<p>Submit your NRL tips for all games in a round to receive a 2 for 1 425ml schooners of Victoria Bitter deal (2 for 1 Schooner). Once you have completed your tip submission for the entire round, your 2 for 1 Schooner voucher will be loaded into your Fanzo wallet.</p> <p>Present your 2 for 1 Schooner voucher to staff at your selected local Venues at the time of purchase to redeem.</p> <p>Your 2 for 1 Schooner is only redeemable at your selected local Venues when you purchase 2 schooners of Victoria Bitter in 1 transaction. All vouchers will expire at 6pm on the following Friday after the voucher is won. If you do not use your 2 for 1 Schooner voucher prior to this time, you forfeit your 2 for 1 Schooner reward.</p> <p>Rewards will not be redeemable between 10pm and 9am.</p>
Top Tipper Glass	<p>There is 1 Top Tipper Glass prize available per Venue per NRL round. Each Top Tipper Glass is valued at \$15.</p> <p>Once you have submitted your NRL tips for all games in a round, if you tip the highest number of correct games within your selected local Venues league in that round you will receive a Top Tipper Glass prize. Your Top Tipper Glass prize voucher will be loaded into your Fanzo wallet.</p> <p>Your Top Tipper Glass is only redeemable at your selected local Venues. All vouchers will expire at 6pm on 01/10/2022. If you do not use your Top Tipper Glass voucher prior to this time, you forfeit your Top Tipper Glass prize</p> <p>If there are 2 or more tippers in a Venue league with the highest number of correct games picked at the end of an NRL round, the overall winner of the Top Tipper Glass prize will be determined by the lowest total points margin of difference. If, after this, a clear winner cannot be determined (if both highest tippers have the same lowest total margin of difference, they will both win a Top Tipper Glass).</p> <p>For the avoidance of doubt, the Top Tipper Glass prize is an actual physical glass and will be provided empty.</p>
Venue league prizes	<p>During the Competition Period, a Venue may choose to have additional Venue prizes available to the entrants who have selected to participate in that Venue's advertised NRL Tipping League.</p> <p>The prizes may be any of the following as advertised in Venue:</p> <ul style="list-style-type: none"> • If you win the Top Tipper Glass prize, you will also receive a meal voucher at that Venue; • If you submit the highest number of correct tips of the 2022 NRL Season you may win a cash prize; and • If you correctly tip 5 or more games in a row, you may win a Venue Merchandise prize. <p>Not available in all Venues. Venue league prizes are optional, subject to availability and will vary between Venues.</p>
How many major prize winners will there be and how will they be determined?	<p>There will be 1 major prize winner determined in this competition.</p> <p>To win the major prize, you must by the end of the Competition Period have tipped the highest number of correct games (winning team and points margin) throughout the 2022 Telstra NRL season (excluding finals series) in the Footy Tipping Competition.</p> <p>If, in the event of a tie (where 2 tippers have the same total points margin of difference) a winner will be determined by the following:</p> <ol style="list-style-type: none"> i. the tipper with the lowest total margin of difference in the last round will win; ii. if still tied, the lowest margin of the first game in the last round. <p>If after both of these options are exhausted and a clear winner still cannot be found, the Promoter will then proceed to find the tipper with the lowest margin, sequentially through the rest of the games in the last round until a clear winner is determined. If, after this a clear winner is still not found, the major prize will go to the tipper who first signed up to the Fanzo app.</p>
Major prizes	<p>There is 1 major prize available.</p> <p>The major prize is a 2022 Telstra NRL Grand Final Experience for the winner and 1 adult companion valued at up to \$7,535 depending on the winner's place of residence.</p>

	<p>If you win the major prize, your prize will be a trip for you and 1 adult companion to Sydney for the 2022 Telstra NRL Grand Final on dates to be determined by the Promoter pending the official 2022 NRL fixtures) which includes the following for you and your companion:</p> <p>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Sydney and return transfers between Sydney airport and the accommodation (flights and transfers are not included if you live in Sydney, and if so, you and your companion must make your own way to and from the accommodation at your own cost);</p> <p>(b) VIP hospitality admission at the 2022 Telstra NRL Grand Final for you and your companion (subject to availability) which includes and open bar (beer, wine, soft drinks) reserved grand stand seating and canapé grazing menu;</p> <p>(c) guest speakers throughout the game and half-time;</p> <p>(d) 2 nights' accommodation in a minimum 4 star hotel, including breakfast (as determined by the Promoter); and</p> <p>(e) \$500 spending money for the winner only.</p> <p>The major prize is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>
Total prize pool	<p>The Top Tipper Glass prize pool is up to \$93,750.</p> <p>The major prize pool is \$7,535.</p> <p>The total prize pool is up to \$101,425.</p>
How many times can I enter?	<p>You can enter multiple times and will receive one entry per tip or round (as relevant) each week. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
How and when will the winner/s be informed?	<p>After each round is complete, you will get an on-screen notification informing you if you have earned a reward or Top Tipper Glass and if so, details on how to claim your reward or prize (as relevant).</p> <p>The major prize winner will be notified in writing by email within two days of determination.</p>
Unclaimed prize/s	<p>There will be no unclaimed rewards. All rewards will be automatically awarded to winners via their Fanzo app. Any un-won rewards or Top Tipper Glass prizes remaining at the end of the Competition Period will be forfeited.</p> <p>Major prize claim date: 5pm (AEST) 18/09/2022.</p> <p>Unclaimed prize determination: 12pm (AEST) 19/09/2022 at Fanzo Ltd, 36 Gipps Street, Collingwood, Victoria 3066.</p> <p>If the major prize has not been accepted or claimed by the major prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the major winner (or the major winner does not contact the Promoter) by the major prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant major prize/s to the next entrant with the highest number of correct games, as relevant (and in the event of tie with these entrants, a further draw will be conducted to determine a clear winner.)</p> <p>Any major winner will be informed in writing by email within two days of determination.</p> <p>If the major prize remains un-won at the end of this competition, or if the major prize winner cannot be found, that information will be published on the Website on 17/10/2022.</p>
Collection and use of your personal information	<p>If you are a winner, you and your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion's personal information directly or through its agents or contractors. The Promoter will use your/your companion's personal information to conduct and manage the competition. The Promoter may disclose your/your companion's personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your</p>

	<p>companions or storing data. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see www.asahi.com.au/privacy) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> <p>Entrants' personal information will be collected by Fanzo Ltd (Fanzo). Personal information will be stored on Fanzo's database. Fanzo is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at www.fanzo.com.au/privacy-policy. Fanzo's privacy policy contains information about how the entrant may access, update and seek correction of the personal information Fanzo holds about them and how the entrant may complain about any potential breach by Fanzo of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.</p>
Responsible drinking	<p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p> <p>Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.</p>
Permit numbers	<p>Authorised under:</p> <p>NSW Authority No. TP/00044</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
- (b) booking and availability of flights, accommodation and events;
- (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);

- (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked; and
 - (g) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion are responsible for all other unspecified costs related to the prize, including meals, transport and in-room charges etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 The Promoter accepts no responsibility if one or more of the events or activities awarded as part of a major prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity.

General

- 7 Any failure by you or your companion to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 9 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 10 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 11 If you win a major prize, you are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or your companion if they breach these conditions, whether or not legally bound by them.
- 12 If you or your companion, in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 13 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 14 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 15 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 16 By entering, you request that your full address not be published.
- 17 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 18 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

Liability

- 19 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 20 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 21 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 22 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.