

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	Peroni x Republica social competition
Eligible States/Territories	VIC
Promotion period	Start: 23 Mar 2023 12:05 AM AEDT End: 02 Apr 2023 11:55 PM AEST No entries will be accepted outside this time.
Promoter	CUB PTY LTD ABN: 76 004 056 106 58 Queens Bridge St Southbank VIC 3006
Eligible entrants	Entry to the Promotion is open to Victorian residents who fulfil the method of entry requirements and are 18 years of age or older.
Details of prizes	<p>Major Prize: One (1) winner. The major prize is a year's supply of Peroni (2 slab per month, winner will have a choice of which Peroni beer they would like), total valued at \$1680 .</p> <p>Runner Up Prize: 55 winners. Each runner up prize is one (1) pint of Peroni at Republica (winner will have a choice of which Peroni beer they would like), valued at \$16.</p> <p>Minor Prizes: 11 winners. Each minor prize is an Aston Martin Merchandise pack, which includes 1 x adult size hat (\$61), 1 x adult size polo (\$96), 1 x sunglasses case (\$50) and 1 x tote bag \$50. Each merchandise pack is valued at \$257.</p> <p>The Promoter encourages consumers to enjoy alcohol responsibly. Refer to the National Health and Medical Research Council Australian Alcohol Guidelines (https://www.nhmrc.gov.au/health-advice/alcohol) for recommended safe drinking levels.</p>

Total number of prizes	67 - being 1 major prize, 55 runner-up prizes and 11 minor prizes.
Total prize value	Total prize pool (inc GST): \$5,387.00
Method of entry	<p>To enter, an entrant must, during the Promotional period:</p> <p>Take a selfie, at Republica St Kilda Victoria, with the Aston Martin F1 Racing Team car, and share the image across their Instagram and tagging @peroni_au</p> <p>Your privacy settings must be set to public so the Promoter can access your entry.</p> <p>Entries must not appear to promote any goods or services other than those of the Promoter. You must not include any person in your entry who is under the age of 18 years.</p>
Maximum number of entries	1 per person, per day (maximum of 11 entries per person in total). Each entry must be based on a different image upload and must be submitted in accordance with these Terms and Conditions of entry.
Winner determination	<p>This is a game of skill. Chance plays no part in how winners will be selected.</p> <p>All entries will be reviewed and judged by the Promoter (or by appointed judge/s) based on the following criterias, creativity, originality and brand suitability.</p> <p>Each day during the Promotion period (11 days in total), the one (1) entry judged to be the best will win a minor prize, and the next (5) entries judged to be the best will each win a runner up prize.</p> <p>At the end of the Promotion period, the one (1) entry judged to be the best overall from all entries received during the Promotion period will win the major prize.</p> <p>Judging for all prizes will commence at 10am with the first day of judging 24 March 2023 and last day of judging 03 April 2023, at the following location:</p> <p>Mango Communications Level 7, 650 Chapel St, South Yarra, VIC, 3141</p> <p>The Promoter may judge additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>

Notification of winners	Winners will be notified via direct message on Instagram within 2 business days of winner determination.
Public announcement of winners	The winners of all prizes will be published here: http://www.cubpromos.com.au/winners on 03 Apr 2023.
Unclaimed prizes	Prize claim date: Within 10 days of being notified. If a prize has not been accepted or claimed within 10 days of being notified, after making all reasonable attempts, the winner can't be contacted (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Winners.–Any unclaimed prize winner/s will be informed via direct message on Instagram on April 13 and published at http://www.cubpromos.com.au/winners on May 1.

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms of entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms of entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The time zone applicable to any time stated relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.
5. The Prize/s are specified in the Details of prizes section of the Schedule.
6. If any particular draw/judging of prize winner(s) is scheduled on a public holiday, the draw/judging may be conducted on the following business day.
7. The total prize pool is specified in the Total prize value section of the Schedule.
8. Any prize is valued in Australian dollars and include any applicable GST unless expressly stated to the contrary.
9. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the Promotion and they will not be reimbursed regardless of whether or not they win the Promotion.
10. The entrants must follow the Method of entry as outlined in the Schedule during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
11. The time of entry will be deemed to be the time the entry is received by the Promoter.
12. Entrants may submit up to the Maximum number of entries as specified in the Schedule.

13. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. All of the Promoter's decisions are final, and no correspondence will be entered into.
14. The prize(s) will be awarded to the valid entrant(s) in accordance with the Winner determination section of the Schedule.
15. The winner(s) will be notified in accordance with the Notification of winners and unclaimed prize winners (if applicable) sections of the Schedule. The notification will include details about how the prize(s) can be claimed.
16. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
17. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner forfeits the prize or any element of the prize for whatever reason, they will not be given cash or any alternative prize as a substitute.
18. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
19. If a prize is no longer available the promoter may substitute with a prize of higher or equal value
20. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing

to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

21. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
22. Without limiting any of the foregoing, 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).
23. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
24. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, your entry/ies may be disqualified. In the event that a winner breaches these Terms and Conditions of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision in respect of all aspects of this Promotion is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms and Conditions of entry, including but not limited to vandalism, natural disasters, a pandemic, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be

suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel or modify the Promotion.

27. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
28. If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
29. The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. 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 if they relate primarily to the conduct of this competition. The Promoter's Privacy Policy (see www.asahi.com.au/privacy) includes information about:
 - a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
 - b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.
30. The Promotion and these Terms and Conditions of entry will be governed by the law of Victoria.
31. Facebook, YouTube or Instagram, may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube or Instagram, and to release Facebook, YouTube or Instagram, from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, or Instagram.