

## The Carlton Draft (Vic) Promotion

### Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
<b>Competition Period</b>	12.01am (AEDT) on 28/02/2023 to 11.59pm (AEDT) on 27/03/2023.
<b>Who can enter?</b>	<p>Only Australian residents who:</p> <ul style="list-style-type: none"> <li>(a) are aged 18 or over; and</li> <li>(b) are an authorised representative (e.g. official committee or board member or club secretary) of a men's senior Australian Rules football community sporting club registered and <b>located in Victoria</b> that competes in a local or regional (but not amateur) league that is affiliated with the AFL and that needs the Promoter's support (<b>Football Club</b>).</li> </ul> <p>To be eligible for the prize, the winning Football Club must:</p> <ul style="list-style-type: none"> <li>• be able to process an ex AFL player as part of the standard player registration process consistent with the AFL's Allowable Player Payment rule, as managed by each Football Club's affiliated league and region;</li> <li>• accommodate the ex AFL players' points allowance for their given match day under the AFL Victoria Player Points System policy; and</li> <li>• seek approval from their affiliated league and region prior to entering the competition and must confirm they have done so via the online entry form.</li> </ul>
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> <li>(a) the Promoter;</li> <li>(b) the agencies, companies or participating premises associated with this competition; and</li> <li>(c) Football Clubs that have an exclusive pourage agreement for any alcohol beverage with a direct competitor of the Promoter or of the Promoter's related companies.</li> </ul>
<b>Where will the competition run?</b>	Victoria only.
<b>Website</b>	<a href="http://www.thecarltondraft.com.au">www.thecarltondraft.com.au</a>
<b>Entry instructions</b>	<p>A Football Club (through its official committee member e.g. the president or its other authorised representative e.g. the club secretary) must, during the Competition Period:</p> <ul style="list-style-type: none"> <li>(a) visit the Website and locate the entry page;</li> <li>(b) confirm (by ticking the tick box on the entry form) that the Football Club: <ul style="list-style-type: none"> <li>(i) has sought approval to enter this competition from its local affiliated league and region and confirm approval has been granted;</li> <li>(ii) is able to process an ex AFL player as part of the standard player registration process consistent with the AFL's Allowable Player Payment rule as managed by the Football Club's league and region (and by doing so will not breach salary cap rules) and can accommodate the ex AFL players' points allowance for their given match day under the AFL Victoria Player Points System policy; and</li> <li>(iii) does not have an exclusive pourage agreement for any alcohol beverage with a direct competitor of the Promoter or of any of the Promoter's related companies nor any advertising, endorsement or sponsorship agreement with any such direct competitor.</li> </ul> </li> <li>(c) fill out and submit the online entry form including by: <ul style="list-style-type: none"> <li>(i) describing the current situation at the Football Club and why it would benefit from an AFL legend pulling on the boots (i.e. playing) for the Football Club;</li> </ul> </li> </ul>

	<p>(ii) stating why people are proud to be involved with the Football Club, and what role the Football Club and its members play in the local community;</p> <p>(iii) demonstrating the Football Club's challenges over the past 3 seasons in relation to the men's senior team and why the Football Club is in need of support (financially or otherwise) for the 2023 season, including by providing details of any of the following (the <b>Hardship Criteria</b>):</p> <ul style="list-style-type: none"> <li>• financial hardship/strain over the past 3 seasons;</li> <li>• any impacts on the club from unforeseen or uncontrollable events, such as natural disasters (bushfires, floods etc.) or the COVID-19 pandemic;</li> <li>• on-field performance of the senior men's team at the Football Club over the past three seasons, including win-loss record and percentage;</li> <li>• any personal hardship of a player or administrator associated with the senior men's team at the Football Club;</li> <li>• any wider challenges or hardship within the Football Club's membership, playing base or wider community/town/region;</li> <li>• any difficulties attracting, recruiting or retaining players and/or volunteers; and</li> <li>• any other challenges/hardship experienced by the Football Club or any other reason the Football Club needs a "lift",</li> </ul> <p>(d) and providing all other requested information in the online entry form including submitting any video/s or photo/s to support or supplement the information provided, (a <b>Submission</b>).</p> <p>Once the Promoter has received a Submission, it will be reviewed by representatives of the Promoter. Football Clubs may be contacted by the Promoter or a representative of the Promoter at any time during or after the Competition Period to source additional information or confirm details of a Submission.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a Submission, including having the requisite photograph/video upload capability.</p>
<p><b>How many winners will there be and how will they be chosen?</b></p>	<p>This is a game of skill. A judging panel appointed by the Promoter will review each valid Submission and will judge the Submissions based on the Hardship Criteria to determine the winning Football Clubs.</p> <p>Chance plays no part in how the winning Football Clubs will be selected at this point of the competition.</p> <p>All judging decisions are as determined by the Promoter, in its absolute discretion however the Promoter may consult other parties when making this decision, including the AFL, AFL Victoria and the Football Clubs' affiliated leagues.</p> <p>The Promoter reserves the right to shortlist, verify and publicly announce a Football Club's Submission during the judging process. Shortlisted Football Clubs are not entitled to a prize, unless they are subsequently deemed a winner by the Promoter.</p> <p>Football Clubs that are shortlisted may be contacted by the Promoter (or its representatives) to confirm details of their Submission and may be required to provide further information (e.g. evidence of hardship, the club's salary cap details or other records of the Football Club (as determined by the Promoter)) to allow the Promoter to determine the accuracy and suitability of the Submission, in its sole discretion. Failure to provide suitable/adequate information and/or records (as determined by the Promoter) may render a Submission invalid, and the relevant Football Club may not be eligible to win a prize.</p> <p>After the shortlisting/verification process, the six (6) Submissions judged to be the most deserving (as determined by the Promoter) will each be deemed a 'provisional' winning Football Club. The Promoter (or its representatives) will then contact the provisional winning Football Club's affiliated league who must then ratify (within the timeframe specified by the Promoter) the provisional winning Football Club for that Football Club to</p>

	<p>then be deemed a winner and win a prize. Any provisional winning Football Club that is not ratified by its affiliated league within the timeframe specified will not win a prize.</p> <p>There are 6 prizes available.</p> <p>Maximum 1 prize per Football Club.</p> <p>The Promoter may judge additional reserve Submissions and record them in order, in case a winning Submission is deemed invalid or a prize is unclaimed or not accepted (<b>Reserve Football Club</b>).</p>
<b>What can a Football Club win?</b>	<p>Each prize is an opportunity for the winning Football Club to draft one (1) ex AFL player of their choice (from a list of up to 6 players as determined by the Promoter, and providing they have not been previously selected by another winning Football Club) to play for their men's senior team in one match during the 2023 season (before 31 July 2023, and excludes any finals matches), valued at up to \$5,000 which includes an appearance at a before or after match function/event at the Football Club. The appearance time for the ex AFL player at the Football Club during the match day will total a maximum eight (8) hours.</p> <p>The prize also includes Carlton Draught event support for the Football Club corresponding to the day the ex AFL player plays for the club valued at up to \$9,000 which includes:</p> <ul style="list-style-type: none"> <li>• 4 x kegs of Carlton Draught from the Promoter to the Football Club (if a Football Club does not have keg/on tap capability, they will instead receive 7 cases of Carlton Draught);</li> <li>• Carlton Draught signage and branding assets (as determined by the Promoter) to be displayed at the club on match day;</li> <li>• Audio visual equipment and support (as determined by the Promoter) at the club on match day; and</li> <li>• Other bespoke requirements/support for match day as determined by the Promoter in its absolute discretion based on the individual infrastructure, signage and event needs of the winning Football Club.</li> </ul> <p>The Promoter may record the match day event for the purposes of future advertising/marketing by the Promoter.</p> <p>The Promoter won't be liable if a winning Football Club does not get to choose their preferred ex AFL player.</p> <p><b>Draw to determine order of 'draft' selection</b></p> <p>To promote fairness and help determine the order in which the 6 winning Football Clubs can select/draft one of the 6 ex AFL players, the Promoter will use an electronic random system to put the 6 winning Football Clubs in order 1 to 6 (the <b>Draw</b>), which will determine the order that each Football Club will select an AFL ex player in the 'draft'. This draw will take place at 12pm (AEDT) on 31/03/2023 at TLA Melbourne, Level 3, 510 Church Street, Richmond, VIC 3122.</p> <p>If a winning Football Club no longer wishes to receive the prize at any time shortly before or after the Draw takes place, the Promoter may allocate a Reserve Football Club to take that club's place. For example, if the winning Football Club was drawn 2<sup>nd</sup> in the Draw but shortly afterwards declines the prize, the Reserve Football Club will assume the 2<sup>nd</sup> spot in the draft. If the winning Football Club declines the prize shortly before the Draw takes place, the Promoter may include a "placeholder club" in its place in order to conduct the Draw and may substitute a Reserve Football Club for that placeholder club afterwards.</p> <p><b>The 'draft' process</b></p> <p>On the date/time specified by the Promoter, the 'draft' will be held whereby each winning Football Club may select 1 of the 6 ex AFL players at their choosing providing they have not been previously selected by another Football Club.</p> <p>The Football Club that is numbered 1 in the Draw will be given first choice in selecting an ex AFL player in the draft, the Football Club numbered 2 in the Draw will then go next in selecting a player (from the 5 remaining players), the Football Club numbered 3 in the Draw will thereafter select a player (from the 4 remaining players), and so on. The Football Club numbered 6 in the Draw will by default be allocated the last remaining ex AFL player from the list.</p>

	<p>Draft selection of ex AFL players will take place on the day/time as specified by the Promoter. Draft selection of ex AFL players must be made by the Football Club within the time specified by the Promoter, and failure to do so may render a Football Club ineligible to win the prize. Only an authorised representative of the winning Football Club can participate in and make the draft selection for and on behalf of the Football Club. Once a draft selection is made by a Football Club it is final, and cannot be changed. The authorised representative of the Football Club that participates in the draft selection must not disclose the details of the ex AFL player that they selected in the draft, and will be required on their own behalf and on behalf of the Football Club (prior to the draft selection) to sign and be bound by a strict non-disclosure agreement in favour of the Promoter in terms prepared by the Promoter. Failure to sign or uphold the non-disclosure agreement may result in the Football Club not being able to participate in the draft.</p> <p>Once the draft of the ex AFL Players has occurred, the Promoter and/or its representatives will work with the Football Club and ex AFL player to identify a mutually suitable date for the appearance to occur. Prior to the draft, winning Football Clubs will be provided with any known dates each ex AFL player is unable to make their appearance. The match date must be identified and agreed by the Football Club, ex AFL player and the Promoter by 20/04/2023.</p> <p>To be eligible for the prize, the winning Football Club must meet the affiliated league salary cap and player points registration requirements and any other requirements of the league and region. While the ex AFL player match fee is paid for by the Promoter as part of this promotion, the ex AFL player's appearance for the club will must be processed by the winning Football Club as part of the standard player registration process consistent with the Allowable Player Payment Rule as managed by their affiliated league and region. While the Promoter will assist the Club to process the ex AFL player registration and liaise with the ex AFL player, the Promoter is not liable if a Football Club fails to correctly disclose any information or meet any other applicable criteria. If a winning Football Club is not be able to:</p> <ul style="list-style-type: none"> <li>(a) process an ex AFL's player's payment as part of the standard player registration process consistent with the Allowable Player Payment Rule as managed by their affiliated league and region; or</li> <li>(b) accommodate the players' points allowance for their given match day under the AFL Victoria Player Points System policy,</li> </ul> <p>for the 2023 season, they will be rendered ineligible and the relevant Football Club will not win a prize.</p> <p><b><i>All elements of the prize are subject to any circumstances outside the Promoter's control including any pandemic, any government restrictions/directives, border closures, health advice and the like.</i></b></p> <p><b><i>The prize is also subject to each ex AFL player's availability (determined by their respective schedules and prior commitments).</i></b> The Promoter and the AFL cannot guarantee that an ex AFL player will be available to play for the match of the Football Club's choosing. The Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize (including the match that the ex AFL player is drafted to play in for a Football Club) is/are abandoned, called off or postponed for any reason outside of the Promoter's control, including if the match cannot go ahead due to insufficient number of players for either team, or due to Covid. In that case the Football Club forfeits its entitlement to that event/activity/match.</p> <p>Similarly, while the Promoter will make all reasonable efforts to ensure the participation of an ex AFL player in a match, the Promoter and prize suppliers exclude, so far as legally permissible, all liability (including in negligence) if for any reason the ex AFL player does not attend the agreed match due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness or injury). In such a case, the Promoter will use reasonable endeavours to replace this element of the prize with a prize of equal or greater value, including but not limited to if possible substituting for the ex AFL player another player of a similar standard, or rescheduling the appearance if it is possible to do so and if the rescheduled match/appearance can occur prior to 31/07/2023.</p> <p>The Promoter makes no representations/guarantees about the winning Football Club's chances/prospects of winning a match by having an ex AFL player play for the Football Club, nor the on-field performance of the ex AFL player. The Promoter gives no assurances as to the amount of game time an ex AFL player will have at a match (which in part will be determined by the Football Club's coach in their absolute discretion, and which may be affected by the ex AFL player's physical fitness (including any injuries)).</p>
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<b>Total prize pool</b>	Each prize is valued at up to \$14,000. The total prize pool is valued at up to \$84,000.
<b>How many times can I enter?</b>	Only one entry (Submission) is permitted per Football Club.
<b>How and when will the winner/s be informed?</b>	Winning Football Clubs will be notified by phone and email by 31/03/2023 and will be published on the Website by 03/04/2023.
<b>Unclaimed prize/s</b>	<b>Prize claim date:</b> 10am (AEST) on 04/04/2023. If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winning Football Club (or an authorised representative of a winning Football Club does not contact the Promoter) by the prize claim date above, the relevant entry/Submission will be discarded, and the Promoter will re-award the relevant prize to a Reserve Football Club who submitted the next best valid Submission and has not already won a prize.
<b>Collection and use of your personal information</b>	Each winning Football Club must ensure that its members/volunteers/players take part in all publicity, photography and other promotional or advertising activity as the Promoter reasonably requires, without any compensation.  The Promoter may collect such individuals' personal information (and any Football Club related information as required to determine eligibility) directly or through the Promoter's agents or contractors. The Promoter will use such personal information and any Football Club personal information to conduct and manage the competition. The Promoter may disclose such personal information to the Promoter's related companies, agents and contractors and to the AFL, AFL Victoria and each winning Football Club's affiliated league to assist in conducting this competition, communicating with Football Clubs or storing data. This may include disclosures to organisations outside Australia including in places such as New Zealand, the UK and the Netherlands.  If you tick the relevant box when entering, you consent to the Promoter and its related entities keeping your personal information on their databases to use for future marketing purposes, including contacting you by electronic messaging.  The Promoter's Privacy Policy (see <a href="https://asahi.com.au/privacy">https://asahi.com.au/privacy</a> ) 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.
<b>Responsible drinking</b>	<b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a> . 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.

- 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 Submission must be received during the Competition Period and will be deemed to be received only when received by the Promoter. 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 Submissions or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Every Submission must be your original work and not copied.
- 4 The Promoter may copy and amend your Submission and may use (or allow others to use) parts of your Submission and any rights in relation to your Submission, to publicise this competition or for any other purpose (to the extent this is permitted by law). These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish any part of your Submission or any amended version of it. The Promoter may also decide not to publish a Submission, to cease publication of a Submission, or to publish an edited Submission.

- 5 You warrant that your entry (including your Submission) does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).
- 6 You must not include any other person (or their personal information) in your Submission unless they have consented to you submitting it in this competition. You must not include any person (or their personal information) in your Submission who is under the age of 18 years unless you have their parent's or guardian's consent and, if the person is aged 13 or above, that person's consent.
- 7 You must ensure your entry (including your Submission) does not contain any virus, malware or other malicious or inappropriate computer code or material.

### **Prizes**

- 8 Prize/s and all elements of prize/s must be taken as and when offered and cannot be altered or changed in any way or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s; and
  - (b) conditions of entry into any event venues (including behaviour/entry requirements, COVID safety requirements and applicable dress codes).

### **General**

- 9 Any failure by you or your Football Club to comply with the conditions imposed by the prize supplier(s), including failing to sign a non-disclosure agreement prior to the draft, may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 10 If you or a Football Club's entry/Submission are deemed by the Promoter to breach these Terms and Conditions, your entry/Submission may be discarded.
- 11 The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your Football Club's Submission (including but not limited to documentation establishing your identity, age, place of residence, place of employment and Football Club authorised representative status). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12 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.
- 13 The Promoter is not liable for Submissions, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 14 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 (unless otherwise specified by the Promoter). 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, excluding an ex AFL player's availability) is unavailable for any reason the Promoter may, in its sole discretion, provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 15 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, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify any affected Submission/Football Club, subject to any necessary approval by the state/territory gaming authorities.

- 16 The Promoter is not responsible for any tax implications arising from your Football Club 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**

- 17 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 18 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).
- 19 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.
- 20 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.