

VONU x BWS Surf Wax GWP Terms & Conditions ("Conditions of Claim")

Schedule														
Promotion:	VONU x BWS Surf Wax GWP													
Promoter:	Coca-Cola Amatil (Aust) Pty Ltd ABN 68 076 594 119, L14, 40 Mount Street, North Sydney, NSW 2060, Australia. Ph: 0427973718													
Promotional Period:	Start date: 03/10/18 at 09:00 am AEST End date: 30/10/18 at 11:59 pm AEST or once all Gifts available are exhausted													
Eligible claimants:	Entry is only open to QLD residents who are 18 years and over.													
How To Claim	To claim a Gift, the claimant must purchase VONU Export Pure Lager Beer 6 pack in one (1) transaction from any stores displaying promotional material (excluding online) ("Participating Venues") during the Promotional Period.													
Claims permitted:	Only one (1) eligible claim per person will be accepted. Limit one (1) claim permitted per day.													
Total Gift Pool:	AUD \$18,750.00													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Gift Description</th> <th style="width: 10%;">Number of this gift</th> <th style="width: 10%;">Value (per gift)</th> <th style="width: 10%;">Winning Method</th> <th style="width: 25%;">Conditions</th> </tr> </thead> <tbody> <tr> <td>The gift is Mrs Palmers Surf Wax.</td> <td style="text-align: center;">3750</td> <td style="text-align: center;">AUD\$5.00</td> <td style="text-align: center;">Gift with Purchase</td> <td>No part of this gift is exchangeable, redeemable for cash or any other prize or transferable.</td> </tr> </tbody> </table>					Gift Description	Number of this gift	Value (per gift)	Winning Method	Conditions	The gift is Mrs Palmers Surf Wax.	3750	AUD\$5.00	Gift with Purchase	No part of this gift is exchangeable, redeemable for cash or any other prize or transferable.
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Winner notification:	The winners will be contacted by Claimants will find out on the spot. GWP will be supplied at point of purchase within eight (8) days of the claim being received by the promoter.													

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while Gift stocks last.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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 or 1st cousin.
5. **[MANUAL - ONLY LEAVE IN IF THEY'VE PUT IN OTHER ENTRY BY CHALLENGE] Claimants must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake the Challenge. Claimants must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them when the Challenge is disclosed to them. Claimants must immediately withdraw from the Challenge if they may not satisfy any of the required levels of fitness, health, skill,**

balance, dexterity or other personal characteristics. The Promoter may require claimants to submit information relating to their fitness, health, skill, balance, dexterity or other personal characteristics. Acceptance of a claimant following receipt of this information in no way: (a) constitutes a representation or assurance that the claimant is suited to undertake the Challenge; or (b) relieves the claimant of the obligation to assess the requirements of the Challenge and to withdraw if there is any doubt regarding their suitability.

6. The Promoter warrants that the purchase of alcohol will not be used as an inducement to enter the Promotion or to encourage: rapid or irresponsible consumption of alcohol; intoxication; the consumption of alcohol by minors; anti-social behaviour; or the consumption of alcohol in restricted alcohol or alcohol-free zones. The Promoter supports the responsible service of alcohol and 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 Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://www.nhmrc.gov.au/_files_nhmrc/publications/attachments/ds10-alcohol.pdf.
7. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the claimant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.ccamatil.com/privacy-policy>. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to claim a gift in the Promotion. The Promoter may transfer claimants' personal information to countries specified in the Promoter's privacy policy.
10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel,

terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.

13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
14. **DELETE IF NO IP IN ENTRY: All material submitted on claim (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Claimants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such claim which would prevent the claim being used as contemplated by this Promotion, and that the use by the Promoter of any such claim will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Claimants must obtain prior consent from any person or from the owner(s) of any property that appears in their claim. By claiming, all claimants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) 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. Claimants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their claim to the Promoter and to sign any legal documentation to confirm such assignment. Claimants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Claimants consent to any use of their claim that may otherwise infringe their moral rights. Claimants are responsible for all claims they submit on claim. The Promoter will not be liable for any claims, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an claim for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the claimant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the claimant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Claimants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.**

15. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
16. 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 or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
17. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
18. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.