

Guess The Beer Cans 2023 – Terms and Conditions

1. Information on how to enter and about prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. Entry is only open to Australian residents aged 18 years or over who are members of BRT Rewards. 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, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

3. The promotion will be conducted between 01/10/23 and 11:59pm AEDT on 31/10/23 ("Promotional Period").

4. HOW TO ENTER

HAVE A LOOK IN THE PERSPEX BOX ON THE RIGHT SIDE OF THE HARRY BROWNS BOTTLE SHOP. MEMBERS GET ONE GUESS AT HOW MANY CANS ARE IN THE PERSPEX BOX PER CARTON OF BEER PURCHASED (1 GUESS PER TRANSACTION)

5. HOW TO WIN

GUESS THE EXACT AMOUNT OF CANS IN THE PERSPEX BOX. IF MULTIPLE ENTRANTS GUESS THE EXACT AMOUNT – PRIZE WILL BE SHARED EQUALLY AMONG THOSE ENTRANTS. IF EXACT AMOUNT OF BEER CANS IS NOT GUESSED THE CLOSEST GUESS WINS. PRIZE TO GIVEN OUT MONTHLY (VIA VOUCHERS OF 12 MONTHS)
PRIZE IS 52 CASES OF BEER (30 packs choice of Hahn 3.5, XXXX Gold or Iron Jack)

8. 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 fair and proper conduct of the promotion. Errors and omissions will 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.

9. 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.

10. The Promoter's decision is final and no correspondence will be entered into.

11. Prize draw will take place at 5pm on Monday 6 November 2023 at The Bracken Ridge Tavern. Winners will be notified by phone call on 3 November with winning names published in Harry Brown's Store on 4 November 2023.

12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

13. The Promoter encourages consumers to enjoy responsibly.

14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize

(or that element of the prize) will be forfeited.

15. 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, subject to any written directions from a regulatory authority.

16. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.

17. A draw for the prize if unclaimed may take place on 17/11/24 at the same time and place as the original draws, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone within two (2) business days of the draw.

18. 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.

19. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. 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.

21. 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) use of / taking of the prize.

22. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI.

23. The Promoter is the Bracken Ridge Tavern.