

Summer of Somersby Picnic Giveaway

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006.
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Competition Period	12.01am (AEDT) on 01/02/2021 to 9.59pm (AEDT) on 28/02/2021.
Social Media Account	www.facebook.com/SomersbyAustralia
Entry instructions	To enter, you must, during the Competition Period, comment in response to the Promoter's competition post on their specified Social Media Account, telling us in 25 words or less "How are you living your best Summer of Somersby?". Entries must not appear to promote any goods or services other than those of the Promoter.
How many winners will there be and how will they be chosen?	This is a game of skill. Chance plays no part in how a winner will be selected. All entries will be reviewed and judged by the Promoter (or by appointed judge/s) based on creativity and originality. The 4 entries judged to be the best will win a major prize. The next best 50 entries will win a minor prize. 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).
What can I win?	There are 54 prizes available – 4 major prizes and 50 minor prizes. Minor prizes Each minor prize is a 'Summer of Somersby Pack' valued at \$55.55 and consists of the following: <ul style="list-style-type: none"> ● 1 x 4 pack Somersby Sparkling Rosé, valued at \$14.90; ● 1 x 4 pack Somersby Sparkling Spritz, valued at \$14.90; ● 1 x Cracker Barrel Cheese Knife, valued at \$15.75; ● 1 x Somersby Bottle Opener, valued at \$10. Major prizes Each major prize is a 'Summer of Somersby Picnic Pack' valued at \$629.57 and consists of the following: <ul style="list-style-type: none"> ● 1 x Sunny Life Luxe Picnic Basket, valued at \$199.99; ● 1 x Lazy Dayz Beach Umbrella, valued at \$59.95; ● 1 x Lazy Dayz Fleece Picnic Rug, valued at \$39.95; ● 1 x The Somewhere Co Cooler Bag, valued at \$89.95; ● 1 x 24 pack Somersby Sparkling Rosé, valued at \$106.99; ● 1 x 24 pack Somersby Sparkling Spritz, valued at \$106.99; ● 1 x Cracker Barrel Cheese Knife, valued at \$15.75; ● 1 x Somersby Bottle Opener, valued at \$10.

	<p>RSA applies.</p> <p>*Cracker Barrel® is a registered trademark of Kraft Foods Group Brands LLC, used under license.</p>
Total prize pool	<p>The minor prize pool is \$2,777.50.</p> <p>The major prize pool is \$2,518.28.</p> <p>The total prize pool is \$2,295.78.</p>
How many times can I enter?	You can only enter once.
How and when will the winner/s be informed?	Winners will be notified via private message on Facebook within 2 business days of judging.
Unclaimed prize/s	<p>Prize claim date: By 5pm (AEDT) on 20/03/2021.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, 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 Entrant/s. Any winner/s will be informed via private message on the Social Media platform used for entry.</p>
Collection and use of your personal information	<p>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.</p> <p>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 personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you 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 http://cub.com.au/privacy-policy/) 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>
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: https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at https://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>

1.

- 11 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

- 12 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases/social media accounts, you may be disqualified.

- 13 Every entry must be your original work and not copied. You warrant that your entry 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).
- 14 You must not include any other person in your entry unless they have consented to you submitting it in this competition. You must not include any person in your entry who is under the age of 18 years. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view.
- 15 The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 16 Where entry is via Instagram, you must follow the relevant Instagram Social Media Account up until the determination of the winner/s in order to be eligible to receive a prize.

2. Prizes

- 17 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. 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;
 - (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;
 - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required;
 - (h) a requirement to present your credit card when checking in to accommodation; and
 - (i) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 18 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, 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.
- 19 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 110 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.
- 111 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 relevant premises staff and management. The Promoter is not responsible for how a premises conducts and executes its responsible service of alcohol guidelines. Staff and management reserve the right to refuse service of alcohol to any prize winner/s or their companion/s if they are deemed to be inebriated.

General

- 112 Any failure by you or (if applicable) your companion/s 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).
- 113 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 114 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 115 You/your companion/s 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.
- 116 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.
- 117 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.
- 118 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 119 If you (or your companion/s, if applicable), 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/s) from participating in any elements of the prize, at its discretion.
- 120 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 121 If any dispute arises between you and the Promoter concerning the conduct of this promotion 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.
- 122 Prizes cannot be transferred or exchanged nor (except where cash is specified) 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.
- 123 If publication will take place, by entering, you request that your full address not be published.
- 124 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, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 125 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.

3. Liability

- 126 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 127 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).
- 128 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.
- 129 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.