

MAGNERS 'SHOUT A MATE' PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, participating venues and agencies associated with this promotion are ineligible to claim. 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, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences 9am AEDT on 01/04/24 and claims close 11:59pm AEDT on 31/05/24 or once the reward limits specified in clause 14 are reached, whichever first ("**Promotional Period**").
5. To be eligible to claim, individuals must purchase the following eligible products from the relevant type of venue during the Promotional Period:
 - a. On-premise venues – any two (2) Magners pints (Draught or Bottle) to share in a single transaction; orIf a receipt is not automatically provided to the individual upon making the qualifying purchase, it is the individual's responsibility to request one.
6. To be eligible to claim, individuals must complete the following steps during the Promotional Period:
 - a. Visit shoutamagners.com.au and follow the prompts to the online claim form;
 - b. Input the requested details;
 - c. Upload a copy of the qualifying purchase receipt; and
 - d. Submit the fully completed claim form.
7. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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.

8. Incomplete or indecipherable claims will be deemed invalid.
9. Only one (1) claim permitted per person for the entirety of promotion. For clarity, there is a limit of one (1) claim regardless of how many qualifying products are purchased within that transaction.
10. Claimants must retain a copy of their qualifying purchase receipt for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a reward. Purchase receipt must clearly specify that the purchase was made during the Promotional Period but prior to claim.
11. 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.
12. Successful claimants will be notified by phone.
13. The Promoter's decision is final and no correspondence will be entered into.
14. Every valid claim received will be awarded a cashback in the following amount, depending on the type of qualifying purchase made:
 - a. On-premise venues = \$15 vault voucher x 1,500 quantity available; total prize pool \$22,500.
15. Magners Shout reward will be awarded in the form of a digital Vault Pays Enabled Mastercard delivered to the claimant's mobile via SMS.
16. The reward is subject to the standard terms and conditions of individual reward and service providers.
17. Any ancillary costs associated with redeeming the digital Vault Pays Enabled Mastercard are not included. Any unused balance of the digital Vault Pays Enabled Mastercard will not be awarded as cash. Redemption of the digital Vault Pays Enabled Mastercard is subject to any terms and conditions of the issuer including those specified on the digital Vault Pays Enabled Mastercard.
18. If for any reason a/the claimant does not take/redeem a reward (or an element of the reward) by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited. It is the claimant's responsibility to ensure all details submitted are correct.

19. If the reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward to the equal value and/or specification.
20. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (g) use of the reward.

26. 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. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://gooddrinks.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion claimants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
27. The Promoter is Good Drinks Australia Ltd (ABN 22 103 014 320) of 14 Absolon St, Palmyra 6157 WA, ph (08) 9314 0000