## "MATSO'S - WIN A TRIP TO THE SUNSHINE COAST + 1 IN 3 GETS \$30" PROMOTION

## **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize(s) 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.
- 3. Employees (and their immediate families) of the Promoter, participating retailers 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, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 4. The promotion will be conducted nationally at Participating Retailers (defined below) on the following dates:
  - Bottlemart, Bottlemart Express and Sip N Save: between 01/11/23 and 11:59pm AWST on 28/11/23;
  - Thirsty Camel WA: between 30/10/23 and 11:59pm AWST on 27/11/23;
  - Harry Browns: between 25/10/23 and 11:59pm AWST on 21/11/23; or
  - once 13,857 valid entries have been received

(collectively, the "Promotional Period").

- 5. A "Participating Retailer" is any of the following off-premise retailers:
  - Nationwide: Bottlemart, Bottlemart Express, Sip n Save or Harry Browns; or
  - WA only: Thirsty Camel.

For the avoidance of doubt, online purchases from these retailers are also eligible for this promotion.

- 6. To be eligible to enter, individuals must spend \$20 or more in a single transaction on any Matso's product/s from a Participating Retailer during the Promotional Period.
- 7. To enter, individuals must then visit <a href="https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/">https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/</a>, follow the prompts to the promotion entry page, input the requested details, upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period.
- 8. Upon submitting their entry, entrants will be notified instantly on screen, in writing, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize. ACT winners will have their names published on <a href="https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/">https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/</a> on 06/12/23.
- 9. Instant win prizes available: Up to 4,619 Vault Pays-enabled Prepaid Mastercard® valued at \$30. Each valid entrant has a one (1) in three (3) chance of winning an instant prize.
- 10. All claims for instant win prizes must be received by 5pm AWST on 07/01/24.

- 11. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction, regardless of the amount spent in excess of \$20; (b) each entry must be submitted separately and in accordance with entry requirements; (c) a maximum of three (3) entries per person in total is permitted.
- 12. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 13. 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 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.
- 14. Incomplete or indecipherable entries will be deemed invalid.
- 15. 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.
- 16. The draw will take place at the Promoter's offices at 14 Absolon St, Palmyra WA 6157 on 04/12/23 at 12pm AWST, in the presence of an independent scrutineer.
- 17. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 18. The Major Prize winner will be notified by email within two (2) business days of the draw and their name will be published on https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/ on 06/12/23.
- 19. The Promoter's decision is final and no correspondence will be entered into.
- 20. The first valid entry drawn will win a trip for two (2) adults to the Sunshine Coast, QLD valued at up to \$5,050.00 depending on date and point of departure. Prize includes:
  - Two (2) x return economy airfares from the winner's nearest capital city to the Sunshine Coast, QLD valued at up to \$2,000;
  - Three (3) nights twin share, minimum 4-star accommodation valued at up to \$1,050;
  - One (1) x \$300 voucher for Matso's Sunshine Coast Brewery in Eumundi which can be redeemed for food, beverages and merchandise; and
  - One (1) x \$200 Vault Pays-enabled Prepaid Mastercard.
  - Two (2) x Beach and Bush Helicopter Tour with Sunshine Coast Helicopter Tour (valued at \$1500)
- 21. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a

- personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 31/06/24 and is subject to booking and flight availability.
- 22. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
- 23. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
- 24. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
- 25. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at <a href="https://www.nhmrc.gov.au">www.nhmrc.gov.au</a>. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
- 26. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a 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.
- 27. If any prize (or part of any 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.
- 28. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 29. Total prize pool value is up to AU\$142,120.00.
- 30. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 31. A draw for any the Major Prize, if unclaimed, and any instant prizes that are won but not claimed may take place on 08/01/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and the Major Prize winner and any ACT residents will have their names will be published on <a href="https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/">https://matsos.gooddrinkshub.com.au/matsos-sunshine-coast-giveaway/</a> on 10/01/24.

- 32. 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.
- 33. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 35. Quality control errors will not invalidate an otherwise valid prize claim.
- 36. 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.
- 37. 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.
- 38. 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.

39. The Promoter is Good Drinks Australia Ltd (ABN 22 103 014 320) of 14 Absolon St, Palmyra 6157 WA, ph (08) 9314 0000

NSW Authority TP/02961. ACT Permit No. TP 23/01863. SA Permit No. T23/1435