

## F19 Heineken Occasions On Premise 2.0 Terms & Conditions ("Conditions of Entry")

| Schedule   |  |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
|--|--|-------------------|----------------|-------------------|----------------------|-------------------|----------------|--|-----|------------|-------------|--|-----|------------|-------------|--|--------|------------|-------------|
| <b>Promotion:</b>  | F19 Heineken Occasions On Premise 2.0  |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Promoter:</b>   | Lion - Beer, Spirits & Wine Pty Ltd ABN 13 008 596 370, Level 7, 68 York St, Sydney, NSW 2000, Australia. Ph: 1800 677 852   |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Promotional Period:</b>   | <b>Start date:</b> 25/03/19 at 09:00 am AEDT<br><b>End date:</b> 28/06/19 at 11:59 pm AEST   |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Eligible entrants:</b>  | Entry is only open to all Australian residents (excluding NT) who are 18 years and over.   |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>How to Enter and Claim Prize:</b>   | <p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>purchase any two (2) Heineken products in one (1) transaction, to share, from any store displaying advertising for this promotion in ACT, NSW, QLD, SA, TAS, VIC and WA ("Participating Venues"); and</li> <li>entrants will receive a game card at the time of purchase, while stocks last. If an entrant receives a game card with a unique code this is a winning game card.</li> </ol> <p>To claim a prize, an entrant who receives a winning game card must, during the Promotional Period, visit <a href="http://www.gowithheineken.com">www.gowithheineken.com</a>, follow the prompts to the Promotion page; and fully complete and submit the online promotional form with their personal details (first name, last name, email address and mobile number), the unique code featured on the game card received, and select via a drop-down which Participating Venue they would like to redeem their prize. The entrant will be notified at this point of the value of the voucher which they have won.</p> <p>Winners will then be sent a voucher via SMS for redemption at the Participating Venue they selected on the entry form. To claim the voucher, the entrant must present the SMS to a staff member at the Participating Venue who will then follow the prompts to select the "redeem" button in order for the voucher to be redeemed (or will require the winner to select this button themselves). Voucher must be redeemed within 30 days from date of issue.</p> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is the game card received at the time of their qualifying purchase.</p> |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Entries permitted:</b>  | <p>Multiple game cards permitted per person, subject to the following:</p> <ol style="list-style-type: none"> <li>limit one (1) game card permitted per person each day;</li> <li>limit one (1) game card permitted per qualifying purchase;</li> <li>only one unique code per entry is permitted;</li> <li>the same unique code cannot be used more than once;</li> <li>unrecognised codes will be deemed invalid; and</li> <li>each entry must be submitted separately and in accordance with the entry instructions above.</li> </ol>   |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Total Prize Pool:</b>   | AUD \$527,000  |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td><b>Prize 1:</b> The prize is a \$30.00 discount voucher for the Participating Venue selected by the winner on entry.</td> <td style="text-align: center;">100</td> <td style="text-align: center;">AUD\$30.00</td> <td style="text-align: center;">Instant Win</td> </tr> <tr> <td><b>Prize 2:</b> The prize is a \$20.00 discount voucher for the Participating Venue selected by the winner on entry.</td> <td style="text-align: center;">500</td> <td style="text-align: center;">AUD\$20.00</td> <td style="text-align: center;">Instant Win</td> </tr> <tr> <td><b>Prize 3:</b> The prize is a \$10.00 discount voucher for the Participating Venue selected by the winner on entry.</td> <td style="text-align: center;">51,400</td> <td style="text-align: center;">AUD\$10.00</td> <td style="text-align: center;">Instant Win</td> </tr> </tbody> </table> |  |                   |                | Prize Description | Number of this prize | Value (per prize) | Winning Method | <b>Prize 1:</b> The prize is a \$30.00 discount voucher for the Participating Venue selected by the winner on entry. | 100 | AUD\$30.00 | Instant Win | <b>Prize 2:</b> The prize is a \$20.00 discount voucher for the Participating Venue selected by the winner on entry. | 500 | AUD\$20.00 | Instant Win | <b>Prize 3:</b> The prize is a \$10.00 discount voucher for the Participating Venue selected by the winner on entry. | 51,400 | AUD\$10.00 | Instant Win |
| Prize Description  | Number of this prize   | Value (per prize) | Winning Method |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Prize 1:</b> The prize is a \$30.00 discount voucher for the Participating Venue selected by the winner on entry.   | 100  | AUD\$30.00        | Instant Win    |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Prize 2:</b> The prize is a \$20.00 discount voucher for the Participating Venue selected by the winner on entry.   | 500  | AUD\$20.00        | Instant Win    |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Prize 3:</b> The prize is a \$10.00 discount voucher for the Participating Venue selected by the winner on entry.   | 51,400   | AUD\$10.00        | Instant Win    |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |
| <b>Prize Conditions:</b>   | Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will be forfeited and will not be awarded as cash. E.g. if a winner activates at \$10 voucher and purchases goods to the value of \$8 only, then they will forfeit the remaining \$2 of the voucher. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.  |                   |                |                   |                      |                   |                |  |     |            |             |  |     |            |             |  |        |            |             |

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|  | <p>Each voucher is only valid for the Participating Venue selected by the winner.</p> <p>Voucher expires within 30 days of issue.</p> |
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
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 enter. "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. Instant Win:
  - i) The probability of winning a prize is 1 out of 4.
  - ii) Printing and other quality control errors will not invalidate an otherwise valid prize claim.
  - iii) Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
  - iv) Any unwon or unclaimed prizes will be forfeited and will not be awarded via a redraw.
  - v) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
  - vi) There will be a total of 208,000 game cards (winning and non-winning cards combined) printed for this Promotion.
6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
8. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize.
9. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. 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://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at [liquorandgaming.justice.nsw.gov.au](http://liquorandgaming.justice.nsw.gov.au).
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. 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.lionco.com/legal/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant 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 entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize 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 entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, 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 prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
18. 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 prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the promotion as intended by the Promoter.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. 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 entrant and no correspondence will be entered into.
21. 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 prize (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).

22. The entrant 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.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: ACT Permit No. TP19/02644, NSW Permit No. LTPS/19/31715 and SA Permit No. T19/151.