**Win a Bad Puffer Jacket Promotion Terms & Conditions ("Conditions of Entry")**

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| **Schedule** | |
| **Promotion:** | Win a Bad Puffer Jacket |
| **Promoter:** | Morphettville Racecourse ABN 78 740 603 852, 79 Morphett Road, Morphettville SA 5043 |
| **Promotional Period:** | **Start date:** 1/08/24 at 09:00 am ACDT  **End date:** 30/09/24 at 11:59 pm ACDT |
| **Eligible entrants:** | Entry is only open to South Australian residents who are 18 years and over. |
| **How to Enter:** | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:   1. purchase 2 CC’s from the tap at Diva Bar and The Junction (“Participating Venues”). Entrants will receive an entry card with a QR code at the time of purchase, while stocks last; and 2. visit the promotional website (by scanning the QR code found on the entry card); and fully complete and submit the online entry form with their personal details (name, email address and phone number). |
| **Entries permitted:** | Multiple entries are not permitted per the following:   1. limit one (1) entry permitted per person; 2. each entry must be submitted and in accordance with the entry instructions above; 3. any duplicate entries will be removed from the draw; and 4. unrecognised or incorrectly entered details will be deemed invalid. |
| **Total Prize Pool:** | AUD $400.00 ($200.00 each jacket) |
| |  |  |  |  | | --- | --- | --- | --- | | **Prize Description** | **Number of this prize** | **Value (per prize)** | **Winning Method** | | **Prize:** Canadian Club branded Bad Puffer Jacket | 2 | AUD$200.00 | Draw: electronic draw – 1/10/24 at 4:00 pm ACDT | | |
| **Prize Conditions:** | Any ancillary costs associated with redeeming the prize are not included. |
| **Winner notification:** | The winners will be contacted by email within 7 days of the draw. |
| **Unclaimed Prizes:** | Prizes must be claimed by 31/10/24 at 11:00 am ACDT. In the event of an unclaimed prize, the prize will be redrawn on 1/11/24 at 11:00 am ACDT at Morphettville Racecourse, 79 Morphett Road, Morphettville SA 5043. The winners of the redraw will be notified by email within seven (7) days of the redraw. |

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 their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter’s 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. Draw:
   1. The draw will take place at Morphettville Racecourse, 79 Morphett Road, Morphettville SA 5043 at 16:00 pm ACDT on 1/10/24 using an electronic draw.
   2. The first (1) valid entry drawn will win the prize specified in the Schedule above.
   3. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
   4. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. 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 https://www.liquorandgaming.nsw.gov.au/. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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 specification.
11. 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.
12. 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.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may, if the entrant selects the required tick box on entry, use this information for future marketing purposes regarding its products, including contacting the entrant electronically. 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://morphettville.com.au/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. 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.
14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. 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.
15. 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. 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 in the event of any inconsistency. To the extent permitted by law 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.
16. 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).
17. 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.
18. 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.
19. 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter’s decision will be final.
20. 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 willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter’s liability is limited to the minimum allowable by law).
21. The winners 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.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

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**\*PROMOTION OPEN ONLY TO SA RESIDENTS** **AGED 18 YEARS AND OVER. ENDS 11.59PM ACDT 30/09/24.**  **LIMIT APPLIES OF ONE (1) ENTRY PER PERSON PER DAY. MAX ONE (1) ENTRY PER TRANSACTION. ENTRY CARD STOCKS STRICTLY LIMITED.**

S.A. res. 18+ only. Promotion starts 1/08/24 9am (ACDT) & ends 30/09/24 11.59pm (ACDT) (“Promotional Period”). To enter, during the Promotional Period: a) purchase 2 CC’s from the tap in Diva Bar Morphettville Racecourse or from The Junction to receive an entry card at the time of purchase, while stocks last; and b) visit the promotional website (by scanning the QR code found on the entry card), and complete and submit the online entry form with your personal details (name, email address and phone number). Limit 1 entry per person. Draw: 4pm ACDT, 1/11/24, Morphettville Racecourse, 79 Morphett Road, Morphettville SA 5043. Prize: Canadian Club branded Bad Puffer Jacket, Promoter is Morphettville Racecourse, 79 Morphett Road, Morphettville SA 5043. **The Promoter supports the responsible service of alcohol.** See https://morphettville.com.au/racing/terms-and-conditions/ for full Terms and Conditions.

# Online Use

SA 18+ only. Ends 30/09/24 11.59pm ACDT. Limit 1 entry/person. Entry cards strictly limited. T&Cs apply (hyperlink).