

Carlton Draught Barrel Time - WA's Biggest Boot Promotion

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 20/2 Southbank Blvd, Southbank VIC 3006.
Entry Period	9am on 1/05/2019 to 5.59am on 09/05/2019.
Who can enter?	<p>Only Western Australian residents who:</p> <ul style="list-style-type: none"> (a) are aged 18 or over; (b) sign the provided disclaimer and release form/s; (c) are fit and able to participate in each of the specified physical activities; (d) are able to attend the Selection Trials, Elimination Rounds and Finals event at the time/s, on the date/s and at the locations specified by the Promoter; and (e) can take the major prize between 27/09/2019 and 29/09/2019 (inclusive). <p>If, for any reason, an entrant cannot attend the Selection Trials at their specified time, their specified Elimination Round, Finals event and/or the major prize as specified by the Promoter, they will be deemed ineligible to enter and/or continue in the competition. Entrants cannot change their allocated time/date of participation for any reason.</p> <p>All entrants must make their own way to/from the Selection Trials, Elimination Rounds, Finals event and/or Grand Final (as relevant) at their own expense.</p>
Who can't enter?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition; and (c) professional and semi-professional footballers competing in the AFL, WAFL or WAFLW competitions at all during the 2019 season.
Where will the competition run?	The competition will run in Western Australia.
Website	http://www.wafooty.com.au/forms/barreltime
Entry instructions	<p>To enter, you must, during the Entry Period, visit the Website, locate the registration page and fill out and submit the online registration form to attend the Selection Trials on 11/05/2019, including by providing all requested information.</p> <p>All elements of this competition are a game of skill. Chance plays no part in how the finalists or the winner will be selected.</p> <p>All judging decisions are as determined by the Promoter or representatives of the Promoter, in their absolute discretion.</p>
Selection Trials	<p>The Selection Trials will be held on 11/05/2019 at Crown Perth, Great Eastern Highway Burswood, Western Australia 6100. The Promoter will provide each valid entrant with a time and exact location at Crown Perth when they must be present at the Selection Trials.</p> <p>Each entrant must register at the designated registration desk and sign the participant disclaimer and release form as well as participate in the formal briefing.</p> <p>Each entrant will have the opportunity to have two (2) kicks of a football at the Selection Trials. Their longest kick will be measured and recorded by the Promoter or representatives of the Promoter.</p> <p>The 30 entrants judged to have the 30 longest kicks during the Selection Trials will move forward to the Elimination Rounds. If there are an insufficient number of valid entrants participating in the Selection Trials, the Promoter or representatives of the Promoter reserves the right to move forward less than 30 entrants to the Elimination Rounds.</p> <p>Entrants who proceed from the Selection Trials will be allocated a date to compete at the Elimination Rounds and will receive a Selection Trial Prize.</p> <p>In the event that any entrant cannot attend the next round, they will forfeit their participation in this competition and any prize they may have been eligible to receive, and</p>

	<p>the Promoter or representatives of the Promoter reserves the right to move forward the next best performing entrant in its absolute discretion.</p> <p>In the event of a tie amongst entries, the entrants tied on the same distance will be required to kick again. Each participant will receive only one (1) kick with those kicking the furthest distance proceeding to the next round. This process will continue until the correct number of entrants is achieved. If the entrant has left the Selection Trials and is not available to kick again, they will forfeit their position in the competition.</p>
Elimination Rounds	<p>There will be five (5) Elimination Rounds which will occur during the half time break at the following WAFL games:</p> <ul style="list-style-type: none"> • 2.10pm on Monday 03/06/2019 at New Choice Homes Park, Cnr Moss & Marmion Streets, East Fremantle WA 6158. • 2.10pm on Saturday 16/06/2019 at Steel Blue Oval, 740 Old Perth Rd, Bassendean WA 6054. • 2.10pm on Saturday 06/07/2019 at Claremont Oval, Graylands Rd, Claremont WA 6100. • 2.15pm on Saturday 20/07/2019 at Joondalup Arena, Kennedya Dr, Joondalup WA 6027. • 2.15pm on Saturday 24/08/2019 at David Grays Arena, Dower St, Mandurah WA 6210. <p>Each entrant will have the opportunity to have two (2) kicks of a football at their specified Elimination Round. At each Elimination Round, the entrant with the longest kick at that Elimination Round will proceed to the Finals and will receive an Elimination Round Prize.</p> <p>In the event that any entrant cannot attend the next round, they will forfeit their participation in this competition and the Promoter reserves the right to move forward the next best performing entrant in its absolute discretion.</p> <p>In the event of a tie amongst entries, the entrants tied on the same distance will be required to kick again. Each participant will receive only one (1) kick with the person kicking the furthest distance being determined the winner. This process will continue until the correct number of entrants is achieved. If the entrant has left the Elimination Rounds and is not available to kick again, they will forfeit their position in the competition.</p>
Finals	<p>The Finals will be held at the West Australian Football League Grand Final (the WAFL Grand Final) at half time on Sunday 22/09/2019.</p> <p>Each entrant will have the opportunity to have two (2) kicks of a football at the WAFL Grand Final. The entrant with the longest kick will win the major prize.</p> <p>In the event of a tie amongst entries, the entrants tied on the same distance will be required to kick again. Each participant will receive only one (1) kick with the person kicking the furthest distance being determined the ultimate winner.</p>
What can I win?	<p>There are 36 prizes available – 30 Selection Trials prizes, 5 Elimination Round prizes and 1 major prize available.</p> <p>Selection Trial prize</p> <p>Each Selection Trial prize is valued at \$50, and consists of:</p> <ul style="list-style-type: none"> • two (2) entry tickets to enter the allocated venue on the relevant day of their Elimination Round; and • a \$20 bar card to spend at the venue after the relevant Elimination Round has taken place. The card will be valid for one (1) day only. <p>Elimination Round prize</p> <p>Each Elimination Round prize is two (2) adult match day tickets to the WAFL Grand Final for The Locker Room hospitality venue valued at \$70 each.</p> <p>Major prize</p> <p>The major prize is a trip for the winner and one (1) adult companion to attend the AFL Men's Grand Final in Melbourne between 27/09/2019 and 29/09/2019 (inclusive) valued at up to \$5,700. See "Travel prize" section below for further prize details.</p>

Travel prize	<p>If you win the prize, your prize will be a trip for you and one (1) adult companion to the AFL Men's Grand Final in Melbourne which includes the following for each of you and your companion:</p> <ul style="list-style-type: none"> (a) return economy airfares (including airfare taxes) from Perth to Melbourne (transfers are not included, you and your companion must make your own way to and from the airport at your own cost); (a) two (2) nights' accommodation in a minimum 3 star hotel (as determined by the Promoter); and (b) two (2) tickets to attend the Men's AFL Grand Final on 28/09/2019 at the Melbourne Cricket Ground (MCG). <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>
Total prize pool	<p>The total Selection Trial prize pool is up to \$1,500.</p> <p>The total Elimination Round prize pool is up to \$350.</p> <p>The major prize pool is up to \$5,700.</p> <p>The total prize pool is up to \$7,550.</p>
How many times can I enter?	<p>You can enter only once.</p>
How and when will entrants and the winner be informed?	<p>Entrants will be notified by email of their Selection Trials location and time by no later than 5pm on 08/05/2019.</p> <p>Entrants at the Selection Trials will be notified in writing to their nominated email address if they will be progressing to the next stage.</p> <p>All other entrants will be notified in person and in writing to their nominated email address at the relevant stage of the competition whether they will be progressing to the next stage.</p> <p>The winner of the Major Prize will be notified at the time of winning.</p>
Collection and use of your personal information	<p>By entering, you consent to the Promoter/West Australian Football Commission (WAFC) filming and photographing your participation in the competition.</p> <p>If you are a winner, you and your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter/WAFC using your names and images in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion's personal information directly or through its agents or contractors. The Promoter will use your/your companion's personal information to conduct and manage the competition. The Promoter may disclose your/your companion's personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companion 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>If you have marked the "opt-in" box on the entry form relating to the Promoter collecting your personal information, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging.</p> <p>The Promoter's Privacy Policy (see http://cub.com.au/privacy-policy/) includes information about:</p> <ul style="list-style-type: none"> (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (a) how to complain about a privacy breach and how the Promoter will deal with such a complaint. <p>If you have marked the "opt-in" box on the entry form relating to the WAFC collecting your personal information, you consent to the storage of your personal information on the WAFC's database and they may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging. You should contact the relevant third party for its privacy policy.</p>

- 1 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

- 2 Your entry must be received during the Entry Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 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; and
 - (h) a requirement to present your credit card when checking in to accommodation.
- 4 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.
- 5 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.
- 6 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.

General

- 7 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).
- 8 You accept that participation in all stages of this competition and some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 9 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.

- 10 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.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if you are unable to participate or 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.
- 12 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.
- 13 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.
- 14 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.
- 15 Entrants participating in the competition must follow the Promoter's instructions and full rules (which will be provided to the participants before or upon arrival including wearing any promotional items as required by the Promoter). Entrants must not engage in unsportsmanlike conduct or interfere with other entrants (e.g. by making any contact with or distracting another entrant or acting in any manner which the Promoter considers reckless or inappropriate). Entrants must not consume any alcohol at the relevant event, before participating, and must not use any performance enhancing device or drug. The Promoter may disqualify any entrant who fails to comply with the Promoter's instructions, the rules or these Terms and Conditions.
- 16 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.
- 17 The Promoter's decision in connection with all aspects of this competition is final.
- 18 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, subject to any necessary approval by the state/territory gaming authorities.
- 19 If publication will take place, by entering, you request that your full address not be published.
- 20 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 21 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, technical failure or dangerous weather conditions, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 22 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.

Liability

- 23 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 24 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).
- 25 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.
- 26 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.