

“LMG FUNNER SUMMER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Liquor Marketing Group Ltd (ABN 22 001 440 320) of The Binary Centre, Building 1, Level 5, 3 Richardson Place, North Ryde NSW 2113, telephone: 02 9475 2333.
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) 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.
5. The promotion opens for purchases on 13/02/2019 and closes for purchases at 11:59pm AEDT on 12/03/2019 (“**Purchase Period**”). The promotion opens for entries on 13/02/2019 and closes for entries at 11:59pm AEDT on 14/03/2019 (“**Entry Period**”). This promotion will only be conducted in Bottlemart and SipnSave stores in WA, NSW, ACT, QLD, VIC, SA and NT that display material advertising the promotion (each a “**Participating Store**”).

HOW TO ENTER

6. To be eligible to enter and receive a scratch card, individuals must spend \$50 or more in a single transaction at a Participating Store during the Purchase Period (“**Qualifying Transaction**”). At the time of making their Qualifying Transaction, individuals will be handed a scratch card by a member of staff, whilst stocks of scratch cards last. In the event a scratch card is not automatically handed to them, it is the individual's responsibility to request one. Individuals must also ensure they obtain a purchase receipt for their Qualifying Transaction.
7. Entrants must then scratch their scratch card to reveal whether or not they have won an instant prize. To claim an instant win prize, entrants must present their winning scratch card, together with their purchase receipt for the Qualifying Transaction, to a member of staff at the same Participating Store in which the Qualifying Transaction was made and scratch card was received. Instant win prize claims must be received within five (5) business days of the date that the Qualifying Transaction was made and must be claimed in the Participating Store in which the Qualifying Transaction was made.
8. To enter the Major Prize draw, entrants must then visit either www.bottlemart.com.au/funner-summer (for Qualifying Transactions made at Bottlemart) OR www.sipnsave.com.au/funner-summer (for Qualifying Transactions made at SipnSave), follow the prompts to the promotion entry page, input the requested details (including their full name, address, date of birth, telephone number, and email address), upload a copy of their purchase receipt for the Qualifying Transaction and submit the fully completed entry form so it is received during the Entry Period. For the removal of doubt, all entrants (including winners of an instant win prize) can enter the Major Prize draw.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in excess of \$50 in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Entrants must retain their original 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 Purchase Period but prior to entry.

11. Incomplete or indecipherable entries will be deemed invalid.

PRIZES

12. The instant win prizes available to be won in each Participating Store depends on the size of the Participating Store (small, medium or large). The breakdown of Participating Stores per state/territory group is as follows:

- WA: 38 large stores, 28 medium stores and 6 small stores;
- NSW: 40 large stores, 57 medium stores and 20 small stores;
- ACT: 1 large store, 2 medium stores and 1 small store;
- QLD: 32 large stores, 56 medium stores and 8 small stores;
- VIC: 45 large stores, 35 medium stores and 17 small stores;
- SA: 44 large stores, 37 medium stores and 25 small stores; and
- NT: 1 large store.

INSTANT WIN PRIZES – LARGE STORE

13. Instant win prizes available to be won in each large Participating Store is as follows:

- 1 x white Charcoal Kettle BBQ with store logo (either Bottlemart or SipnSave) valued at \$150 each;
- 3 x Thermometongs with store logo (either Bottlemart or SipnSave) valued at \$40 each;
- 70 x cooler bags with store logo (either Bottlemart or SipnSave) valued at \$5 each; and
- 120 x stubby coolers with store logo (either Bottlemart or SipnSave) valued at \$2 each.

Total value of instant win prizes available to be won in each large Participating store is \$860.

INSTANT WIN PRIZES – MEDIUM STORE

14. Instant win prizes available to be won in each medium Participating Store is as follows:

- 1 x white Charcoal Kettle BBQ with store logo (either Bottlemart or SipnSave) valued at \$150 each;
- 3 x Thermometongs with store logo (either Bottlemart or SipnSave) valued at \$40 each;
- 50 x cooler bags with store logo (either Bottlemart or SipnSave) valued at \$5 each; and
- 100 x stubby coolers with store logo (either Bottlemart or SipnSave) valued at \$2 each.

Total value of instant win prizes available to be won in each medium Participating store is \$720.

INSTANT WIN PRIZES – SMALL STORE

15. Instant win prizes available to be won in each small Participating Store is as follows:

- 1 x white Charcoal Kettle BBQ with store logo (either Bottlemart or SipnSave) valued at \$150 each;
- 3 x Thermometongs with store logo (either Bottlemart or SipnSave) valued at \$40 each;
- 30 x cooler bags with store logo (either Bottlemart or SipnSave) valued at \$5 each; and
- 80 x stubby coolers with store logo (either Bottlemart or SipnSave) valued at \$2 each.

Total value of instant win prizes available to be won in each small Participating store is \$580.

MAJOR PRIZE

16. The Major Prize draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 18/03/2019 at 11am AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name

will be published online at www.bottlemart.com.au/funner-summer and www.sipnsave.com.au/funner-summer from 25/03/2019.

17. The first valid entry drawn will win the Major Prize of a 'backyard makeover' awarded in the form of a \$10,000 Stratco Gift Card. The Promoter may, in its absolute discretion, substitute the Bunnings Gift Card for an alternate garden/hardware retailer at the winner's request.
18. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Card will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.

GENERAL

19. The Promoter's decision is final and no correspondence will be entered into.
20. 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.
21. 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.
22. 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.
23. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Total national prize pool value is \$382,320. Total prize pool value in WA is \$66,320, total prize pool value in NSW is \$97,040, total prize pool value in ACT is \$12,880, total prize pool value in QLD is \$82,480, total prize pool value in VIC is \$83,760, total prize pool value in SA is \$88,980, and total prize pool value in NT is \$10,860.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
26. The instant win Charcoal Kettle BBQ prize will be displayed in each Participating Store for the duration of the Entry Period and each winner will not be able to collect the prize until after 11:59pm AEDT 14/03/2019.
27. A draw for the Major Prize if unclaimed and any unclaimed instant win Charcoal Kettle BBQ prizes may take place on 18/06/2019 at the same time and place as the original Major Prize draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at www.bottlemart.com.au/funner-summer and www.sipnsave.com.au/funner-summer from 25/06/2019.
28. Any unclaimed instant win prizes remaining in each Participating Store after the Entry Period (excluding the Charcoal Kettle BBQ) will be awarded by the Participating Store to its loyal customers in its absolute discretion.
29. 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 www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.

30. 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.
31. 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.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. Printing and other quality control errors will not invalidate an otherwise valid prize claim. 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. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
34. 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.
35. 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 a prize.
36. 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 www.bottlemart.com.au/privacy-policy and www.sipnsave.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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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. The Promoter will not disclose PI to any entity outside of Australia.

NSW Permit No. LTPS/18/30312 ACT Permit No. TP18/02374 SA Permit No. T18/2124