

Terms and Conditions of Entry for the "Win a 'Coca-Cola' branded Surfboard Promotion" (**Promotion**)

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Hotel & Club Services Pty Ltd (ABN 86 067 065 338) of 540 Port Road, Allenby Gardens SA 5009 on behalf of Eureka Hotel Group (**Promoter**).
3. The outlets participating in the Promotion (**Participating Outlet**) are:

| | | |
|-----------------------------|--------------------------|-----------------|
| The Little Pub | 17 Hindley St | Adelaide |
| Wheatsheaf | Old Port Wakefield Road | Virginia |
| Tavern 540 | 540 Port Rd | Allenby Gardens |
| Pulteney Pokies | 471 Pulteney Street | Adelaide |
| Portland Hotel | 286 Commercial Rd | Port Adelaide |
| Carlisle Tavern | 39 Carlisle St | Ethelton |
| Wee Willies | 565 Military Rd | Largs North |
| Tassie Tavern | 12 Commercial Road | Port Augusta |
| Bayview Hotel | Cnr Forsyth & Farrell St | Whyalla |
| Grays Inn | 63 Gawler St | Mt Barker |
| Urban Cellars | 24/26 Hutchinson St | Mt Barker |
| Bridgeport Hotel | 2 Bridge St | Murray Bridge |
| Murray Bridge Green Cellars | 3 Swanport Rd | Murray Bridge |
| Regency Tavern | Days Rd | Regency Park |
| Sporties Tavern | 150 Warnertown Rd | Solomontown |
| Central Hotel | 30 Alexander St | Port Pirie |
| Sky Tavern | 4 Tassie St | Port Augusta |
| Spencer Hotel | 1 Forsyth St | Whyalla |

4. The Promotion will be open from 11am (ADST) on 19 January 2018 until 9pm (ADST) on 28 February 2018 (**Promotion Period**).
5. Entry in the Promotion is only open to South Australian residents:
 - (a) aged 18 years and over; and
 - (b) aged under 18 years, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms, excluding:
 - (c) management, employees, directors and contractors of the Promoter, its related bodies corporate, the Participating and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);

- (d) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(c) of these Terms;
- (e) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
- (f) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
- (g) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants). The persons referred to in paragraph 5(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

6. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:
 - (a) Purchase any 2 x eligible Coca-Cola products & varieties in the one transaction (**Eligible Products**):
 - (i) 'Coca-Cola';
 - (ii) 'Coca-Cola No Sugar';
 - (iii) 'Diet Coke';
 - (iv) 'Sprite';
 - (v) 'Fanta'; and
 - (vi) 'Lift',
 1.25L, 2L, 600mL, 375mL, 330mL and postmix (**Qualifying Purchase**); and
 - (b) scan your Eureka Hotel Rewards Card (an **Eligible Entry**). Non members may participate by joining the Eureka Hotel Rewards at anytime during the promotion. See staff for details.

DRAW AND PRIZES

7. Four manual random prize draws will be conducted at the below venues at 11.00am ADST on 2 March 2018 by a representative of the Promoter.

(Draw Location One) Regency Tavern, Days Road Regency Park
For all Eligible Entries received from Regency Tavern, The Little Pub, Pulteney Pokies, Tavern 540, Wee Willies, Carlisle, Wheatsheaf Hotel and Portland Hotel during the Promotion (**Draw**).

(Draw Location Two) Bridgeport Hotel, 2 Bridge Street Murray Bridge
For all Eligible Entries received from Bridgeport Hotel and Murray Bridge Green Cellars during the Promotion (**Draw**).

(Draw Location Three) Grays Inn, 63 Gawler Street Mt Barker
For all Eligible Entries received from Grays Inn and Richies during the Promotion (**Draw**).

(Draw Location Four) Sporties Tavern, 150 Warnertown Road Solomontown
For all Eligible Entries received from Sporties Tavern, Central Hotel, Bayview Hotel, Spencer Hotel, Sky Tavern and Tassie Tavern during the Promotion (**Draw**).

The four (4) Eligible Entrants with a valid Eligible Entry drawn in the Draws will win a 'Coca-Cola' branded Surfboard, valued at AU\$800.00 each.

8. The total value of the Prize pool to be won in the Promotion is AU\$3200.00 (including GST).

The Draw winner will be notified by telephone and email within 48 hours of the draw and published on the Eureka Hotel rewards website www.eurekaotelrewards.com.au within 7 days of the draw.

VERIFICATION

9. If requested by the Promoter, the Prize winner must produce, within the time requested by the Promoter at its absolute discretion appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the and compliance with these Terms, before the Promoter issues their Prize. If the items required by the Promoter are not received or a provisional winning entry has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the provisional winner's entry will be invalid and, at the Promoter's absolute discretion, all of the provisional winner's remaining entries will be invalid. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.
10. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning Eligible Entrant.

GENERAL

11. Each Qualifying Purchase counts towards one entry only.
12. Eligible Entrants may enter the Promotion as many times as they wish provided;
 - (a) each entry is based on a separate Qualifying Purchase; and
 - (b) is submitted separately in accordance with these Terms.
13. All costs associated or arising in connection with the Prize are the responsibility of the winner. In particular, additional food, etc are not included as part of the Prize and are the responsibility of the Prize winner.
14. Eligible Entrants can only enter the Promotion in their own name.
15. Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
16. The Promoter shall not be liable for the Prizes being lost, stolen, damaged or tampered with in any way before it reaches the winner.
17. The Promoter accepts no responsibility for any variation in the value of the Prize.
18. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize, subject to any directions given by the Office of the Liquor and Gambling Commissioner, South Australia.
19. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or the Participating will be open, at all times during the Promotion Period.
20. If, for any reason, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State regulations, including cancelling, terminating, modifying or suspending the Promotion.
21. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardises or is likely

to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

22. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
24. The Promoter collects (and the Participating Outlets collects on the Promoter's behalf) personal information about entrants to include entrants in the Promotion and where appropriate award the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each entrant consents to the Participating Outlets disclosing their personal information to the Promoter and the Promoter and the Participating Outlets using, and disclosing their personal information to the Promoter's related entities, the Promoter's or the Participating Outlets' agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for use for, the following purposes:
 - (a) contacting the entrant in relation to the Promotion;
 - (b) improving the Promoter's, the Promoter's related entities' or the Participating Outlets' goods and services; and
 - (c) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available by writing to the Promoter at the address set out in paragraph 2 of these Terms).

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter at the address set out in paragraph 2 of these Terms. Eligible Entrants can also gain access to, update or correct any personal information held by the Participating Outlets by contacting the Participating Outlets. All personal information will be stored at the office of the Promoter and/or the Participating Outlets as the case may be. Cardholders must have a contact method listed on their card for competition purposes and have all contact details up to date and correct.

25. The:
 - (a) Promoter, the Promoter's related entities, the Participating Outlets, and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 25(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

26. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
27. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.
28. If the Prize winner is under 18 years of age, the Prize will be awarded to their parent or guardian. Minors may use the Prize but must be accompanied by a parent or guardian to do so.

29. Each entrant and, if the entrant is under 18 years of age, their parent or guardian, acknowledges and agrees that it is a condition of participation in the Promotion that the entrant be capable of agreeing to these Terms and giving the consents contained herein.
30. The parent or guardian of each entrant under 18 years of age:
 - (a) will ensure that the entrant in respect of whom they agree to these Terms, will comply with these Terms; and
 - (b) warrants that the entrant in respect of whom they agree to these Terms, is capable of agreeing to these Terms and giving the consents contained herein.
31. The parent or guardian of each entrant under 18 years of age agrees to indemnify the Promoter against:
 - (a) any claims made by the entrant, his or her guardian, any member of his or her family or any other party, against the Promoter in connection with the Promotion or the entrant's participation in the Promotion; and
 - (b) any losses (including any liability) caused by any act or omission of the entrant which is inconsistent with these Terms.
32. The parent or guardian of each entrant under 18 years of age who participates in the Promotion, acknowledges that they are provided with the opportunity for their child to participate in the Promotion, as consideration for their agreement to these Terms.