

NSW License Number – TP/02286

ACT License Number – TP 22/02269

SA Licence Number - T22/1827

TPAL Electronic Draw System Approval No:1224

## **MODUS CERVEZA WIN AN ESCAPE WITH YOUR MATES TO BALI PROMOTION**

WIN and escape with 3 mates to Seminyak, Bali for 5 days staying in a private villa. Plus 1 in 70 Social Essentials to be won.

### **Terms and Conditions**

#### **GENERAL**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The promoter is M. O. BREWING COMPANY PTY. LTD. ABN 67 162 120 292 of 14 Harkeith St, Mona Vale NSW 2103.

#### **WHO CAN ENTER:**

4. Entry is only open to Australian residents over 18 years of age. Employees (and their immediate families) of the promoter, participating retailers 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 stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

#### **HOW TO ENTER:**

5. Purchase a marked case (12 pack) of Modus Cerveza, scan the QR code on the marked case of Modus Cerveza, take a photo of your receipt or upload digital copy of receipt, complete the form with the requested details on the competition landing page. Requested Details include:
  - a. Full Name
  - b. Phone Number
  - c. Date of Birth
  - d. Email
  - e. Post Code
  - f. Store Chain you purchased from
6. Entrants can enter multiple times with each individual purchase. Duplicate (same receipt) or incomplete entries will be deemed invalid. One Entry Per Person Per Day.

**WHEN TO ENTER:**

7. Promotion commences 15/03/2023 at 9:00am and finishes 31/05/2023 at 08:00pm.

**PRIZE ON OFFER:**

8. A total of 71 prizes are available. With 1 x Major Prize and 70 minor prizes.
  - a. Major Prize includes:
    - i. A trip to Bali for the winner and 3 x friends (Flights, Accommodation, Transfers & Spending Money) =
      1. 1 x winner:
        - a. 4 x return economy airfare flights.
          - i. All winners and their chosen friends must catch the same return flight from the winner's nearest Australian capital city. If the winner and their companion(s) do not reside in the same State or Territory, the Promoter is not responsible for any costs associated with travel to and from the winner's nearest capital city.
        - b. 1 x private villa in Seminyak for 5 days.
          - i. (as determined by the promoter).
        - c. Transfers to and from Accommodation.
        - d. \$2,000 AUD Spending Money.
          - i. This is a total amount for the 1 x winner. It is at the winner's discretion to share the spending money with friends.
        - e. Major Prize Value = \$10,000
    - b. Minor Prizes include:
      1. 40 x winners – 1 x Modus Cerveza T-Shirt each = \$1,600
      2. 25 x winners – 1 x JB Flip Essential each = \$2,475
      3. 5 x winners – 1 x Cerveza Custom Esky each = \$1,345
9. Total National Prize value is (up to) \$15,420.

**HOW THE PRIZES WILL BE AWARDED:**

10. The Winners will be randomly drawn on the 02/06/2023 at 11:30am at the advertising agency office at Co.gency – Level 1, 186-188 Willoughby Road, Naremburn, 2065.
11. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
12. Prize winner will be advised by email within 7 days of the draw.
13. Prize winners will be published on the Modus Operandi website [www.mobrewing.com.au](http://www.mobrewing.com.au) on the 07/06/2023.
14. If a Prize Winner does not claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize by 14/07/2023 at 5:00pm, that winner will forfeit the prize in its entirety, and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into. We will conduct another random draw on the 15<sup>th</sup> of

July 2023 at 9am at the office of Co.gency – Level 1, 186-188 Willoughby Road, Naremburn, 2065 via Random Draws TPAL 1224.

15. The promoter will nominate a few suggested travel dates between August 1<sup>st</sup> and November 30<sup>th</sup>, 2023, for the major prize fulfilment. The major prize winner will have 14 days from receiving the suggested dates to confirm which date they will be redeeming the prize. If the major prize winner cannot make the suggested dates work they will forfeit the prize and a substitute prize at the Promoters discretion will be organised in good faith, using best endeavours to provide a similar or equivalent value.

#### **FURTHER TERMS AND CONDITIONS:**

16. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned subject to written authority from regulatory bodies. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity, or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
17. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. The prize is not redeemable for cash. The prize is not transferable.
19. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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, 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.
21. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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. Travel Insurance is not included as part of this prize and is the responsibility of each individual participating in the prize. Any products faults in the prizing are subject to their standard warranty under the manufacturer.

22. In the event travel dates of the major prize are compromised by pandemic (e.g. COVID-19), weather events (e.g. Volcanic Ash Clouds) or unforeseen circumstances, the promoter will work with the prize winner to find the next best available date to redeem the prize.
23. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. If the entrant opts-in at time of entry, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. The entrant may 'opt out' at any time. For further information on Modus Brewing's Privacy Policy visit <http://www.mobrewing.com.au/privacy-policy/>
24. The promoter is not responsible for any entrant's inability to claim the major prize due to the destination (Bali, Indonesia) entry and vaccine requirements.
25. NSW Permit TP/02286, ACT Permit. No. TP 22/02269, SA Permit T22/1827.