# MISMATCH X ADELAIDE CROWS CHANCE TO WIN – STATEWIDE TERMS AND CONDITIONS GENERAL

# **Name of Competition**

Mismatch X Adelaide Crows Chance to Win - Statewide

#### **Promoter**

Mismatch Brewing Co.

#### Permit number

N/A

# **Eligibility**

To enter this competition, entrants must: a) be an Australian resident aged 18 or over; b) be able to redeem the prize as outlined on the date specified (alternate dates will not be available)

Entries WILL NOT be accepted from directors, officers, management and employees (and their immediate families) of the Promoter or of the agencies or companies connected with this competition.

Immediate families 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-sister or 1st cousin.

#### WHERE AND WHEN THE COMPETITION WILL RUN

Relevant State/s: This competition will run online via the Mismatch Brewing Co website and also in participating South Australia retail stores.

Competition Period: from 12.01am July 5, 2022 until 11.59pm on July 24, 2022

# **ENTRY DETAILS**

Purchase any 16 pack of Mismatch X Adelaide Crows Session Ale to go into the draw to win.

Online orders will automatically be entered into the draw. Manual entries from store purchases will need to be entered online. All valid and complete entries from all sources will be collated into one draw after the competition period has ended.

# **ENTRIES PERMITTED**

Number of Entries Allowed: Entrants are limited to 1 entry per eligible purchase.

# WINNER DETERMINATION

Winner/s selected via a random draw.

The first eligible and valid entry drawn will win the Major Prize. There will be 2 reserve entries drawn in the event that the first winner cannot or does not accept the prize.

To be eligible and valid the entry must be fully completed, the winner must be 18 years or over, and have proof of receipt of an eligible purchase.

The winner will be selected via a random draw at 12:00pm (ACDT) on 25/7/22 at the Mismatch Office – 174 Fullarton Rd, Dulwich SA 5065

Additional reserve entries may be drawn and recorded (in order), in the event that an invalid entry or ineligible entrant is drawn or the entrant is ineligible to accept the prize. If an invalid

entry or ineligible entrant is drawn, the relevant prize will be awarded to the first reserve entry drawn. This process will continue until a clear winner is determined. If after this process the prize still cannot be awarded, the prize will be dealt with in the Unclaimed Prize Draw.

# PRIZE/S TO BE WON

Major Prize:

7 tickets to the Adelaide Crows VS Carlton match at Adelaide Oval on July 30, 2022. These will be tickets to the Adelaide Corporate Box. The winner + 6 friends of their choosing (must be aged over 18) will be hosted by 2 past or present players (pending player availability and at the discretion of the Adelaide Crows Football Club) as well as a representative from Mismatch Brewing Co. Food and beverage will be included for 30 minutes prior to the game's starting siren, throughout the game and up to 15 minutes after the final siren. RSA will apply.

The major prize value is \$3,500.

# **NOTIFYING WINNER/S**

Notification Details: The Winner will be notified by phone and/ or email using the details listed upon entering the competition within 2 business days of the draw and on the Mismatch Brewing Co. website.

#### PRIZE CLAIM DETAILS AND PROCESS FOR UNCLAIMED PRIZE/S

Prize Claim Date: Given the timely nature of the Major Prize, the winner must claim the prize by 5:00pm (ACDT) on Wednesday July 27th, 2022. If the prize has not been claimed by this date, the prize will be re-awarded to the next in line winner drawn in the original draw. The unclaimed prize winner will be notified in by phone & email and will have 2 days to claim their prize before it is re-awarded to the next in line winner.

#### CONDITIONS

1. The Promoter's decisions regarding all aspects of this competition are final and no correspondence will be entered into.

# **Treatment of Personal Information**

2. All entries and any copyright subsisting in an entry will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for the purpose of conducting this competition. The information entrants' guest/s provide will be used by the Promoter for the purpose of fulfilling the prize and otherwise running this competition. The Promoter may collect entrants' or their guest/s' personal information (including through its contractors or agents) or disclose entrants' or their guest/s personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants or their guest/s. The Promoter may use your collected information for the purposes of marketing other promotions to you and in entering the Competition you consent to this use.

# **Entry Process**

3. Entries will be captured online for this promotion via URL or QR Code. A valid entry will contain the name, phone number and email address of the entrant, as well as digital copy of proof of purchase of an eligible product.

- 4. Entries must be received during the Competition Period. Entries received by the Promoter will be considered final. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.
- 5. Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified.
- 6. The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including failure of entry forms being forwarded to the draw location (where applicable).

#### **Prizes Awarded**

- 6 Prizes are as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified.
- 7 Prize values are the recommended retail price (or an estimated value where a prize has no consumer price attributed) as provided by the prize supplier, include GST and are accurate as at the time of formulating these Conditions of Entry. The Promoter accepts no responsibility for change in prize value after that date.
- 8 The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.
- 9 A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter in accordance with these Conditions of Entry.
- 10 Prize/s not transferrable or exchangeable and (unless cash is specified) cannot be redeemed for cash. Prize/s must be taken by the winner/s (and their guest/s, where applicable) at the time stipulated by the Promoter. Failure to do so will result in the prize/s being forfeited and no cash or other compensation will be provided. Subject to any approval being required from the gaming authority/ies in the Relevant State/s where a permit has been issued for this competition, if a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, entrants agree to the Promoter awarding a comparable prize or prize element of equal or greater value as elected by the Promoter.
- 11 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s. Prize delivery will only be made to Australian addresses.
- 12 Entrants (and their guest/s, if applicable) acknowledge that there may be intrinsic risks in some aspects of the prize/s and that using such prize/s may involve participating in dangerous/risky activities. By accepting the prize/s, the winner/s (and their guest/s, if applicable) accept those risks.

# **Publication & Publicity**

- 13 Where winner publication is required, each entrant requests that his or her full address not be published.
- 14 If requested by the Promoter, entrants and the winner/s (and the winner's guest/s, if applicable) must participate in all promotional activity (for instance publicity, filming and photography) in relation this competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

#### Verification

15 The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter' discretion all of the entrants' entries) will be deemed invalid.

16 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has submitted an entry which is not in accordance with these Conditions of Entry.

# Liability

17 Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize.

18 These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.

#### Other

19 If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries, subject to any necessary approval from the gaming authority/ies in the Relevant State/s where permits have been issued.

- 20 The Promoter may run, communicate or advertise this competition using Facebook and/or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.
- 21 The Promoter encourages consumers to enjoy alcohol responsibly. Legally 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 <a href="https://www.nhmrc.gov.au/\_files\_nhmrc/publications/attachments/ds1">https://www.nhmrc.gov.au/\_files\_nhmrc/publications/attachments/ds1</a>