

Oktoberfest Terms & Conditions ("Conditions of Claim")

| Schedule | | | | | | | | | |
|--|--|------------------|---------------------|------------------|----------------|---|------|-----------|--------------------|
| Promotion: | Oktoberfest | | | | | | | | |
| Promoter: | Brisbane Airport Corporation Pty Limited ABN 54 076 870 650, 11 The Circuit, Brisbane Airport, Brisbane, QLD 4008, Australia. Ph: 07 3406 3000 | | | | | | | | |
| Promotional Period: | Start date: 01/10/19 at 05:00 am AEST End date: 31/10/19 at 11:59 pm AEST or once all gifts available are exhausted | | | | | | | | |
| Eligible claimants: | Entry is only open to persons aged 18 years or over. | | | | | | | | |
| How to Claim: | To claim a gift, the claimant must complete the following steps during the Promotional Period, while gift stocks last: a) spend at least \$50.00 in any number of transactions on any food or beverage item/s across one or more Participating Bar/s at Brisbane Airport Domestic Terminal ("Qualifying Spend"); and then b) present their original receipt/s for the Qualifying Spend to a staff member at a Participating Bar. The staff member will stamp/mark their receipt/s prior to awarding them the gift. Only the first 1,500 claims received will be awarded a gift. <u>Proof of Purchase:</u> The entrant must retain proof of purchase. The proof of purchase required is the original receipt/s for the Qualifying Spend. | | | | | | | | |
| Participating Bars: | The following bars at the Brisbane Airport Domestic Terminal are participating in this Promotion: <ul style="list-style-type: none"> • Graze Grill & Bar • The Lord Lamington • Glasshouse Bar | | | | | | | | |
| Claims permitted: | Multiple gift claims permitted, subject to the following: a) limit one (1) gift claim permitted per person each day; b) maximum of one (1) gift claim permitted per Qualifying Spend; and c) each claim must be submitted separately and in accordance with the claim instructions above. | | | | | | | | |
| Total Gift Pool: | AUD \$5,250.00 | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Gift Description</th> <th style="width: 15%;">Number of this gift</th> <th style="width: 15%;">Value (per gift)</th> <th style="width: 30%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The gift is a pair of unisex patterned socks.</td> <td style="text-align: center;">1500</td> <td style="text-align: center;">AUD\$3.50</td> <td style="text-align: center;">Gift with Purchase</td> </tr> </tbody> </table> | | Gift Description | Number of this gift | Value (per gift) | Winning Method | The gift is a pair of unisex patterned socks. | 1500 | AUD\$3.50 | Gift with Purchase |
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1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
4. Employees (and the immediate family members) of the Participating Bars, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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 value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
6. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

7. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
8. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Claimants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal 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 <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>.
9. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
10. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
11. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a gift, subject to State or Territory regulation.
12. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
13. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
14. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
15. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
16. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.