

SCHEDULE

GENERAL	
Name	Cougar Black Harley Promotion
Promoter	CUB Pty Ltd (ABN 76 004 056 106), 77 Southbank Boulevard, Southbank, Vic 3006. Phone: 1800 007 282.
Permit numbers	Authorised under NSW Permit No. LTPS/17/12954, ACT Permit No. TP17/00536 and SA Licence No. T17/501.
Eligibility	<p>To enter this competition, entrants must be an Australian resident aged 18 or over and if a winner of a minor prize, must be able to take the minor prize between 27/10/2017 and 29/10/2017 (inclusive) in Wollongong, NSW.</p> <p>Entries WILL NOT be accepted from directors, officers, management and employees (and their immediate families) of the Promoter or of the agencies or companies, or participating outlet(s) connected with this competition.</p> <p>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-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p>
WHERE AND WHEN THE COMPETITION WILL RUN	
Relevant States	This competition will run in all Australian states and territories.
Website	www.cougarbourbon.com.au/harley
Competition Period	9:00am (AEST) on 12/06/2017 to 11:59pm (AEST) on 31/08/2017.
Participating Product	700ml bottle of Cougar Black containing a promotional neck tag.
ENTRY DETAILS	
Entry Process	<p>To enter, entrants must, during the Competition Period:</p> <ol style="list-style-type: none">purchase a Participating Product from any liquor outlet in the Relevant States (Outlet);locate the unique code on the neck tag;then go to the Website and follow the links to the entry form; andfill out and submit the entry form, including the unique code printed on the neck tag, and any other details required. <p>Purchases of Participating Products made online will NOT be accepted.</p>
ENTRIES PERMITTED	
Number of Entries Allowed	Multiple entries are permitted, however each entry must be based on a separate Eligible Purchase and separate unique code, and must be submitted separately in line with the Entry Process section of the Schedule.
Proof of Purchase Required	As proof of purchase, entrants must retain their original itemised receipt. EFTPOS receipts will NOT be accepted. The Promoter may, at any time during or after the Competition Period, request an entrant to provide sufficient proof of purchase to validate any or all of the entrants' entries. Proof of purchase must show that the Eligible Purchase was made during the Competition Period but prior to entry. Sharing receipts is strictly NOT permitted. If an entrant fails to provide unaltered proof of purchase that is to the Promoter's satisfaction and in the timeframe specified by the Promoter, the Promoter may (in its absolute discretion) invalidate any or all of the entrants' entries and that entrant will have no entitlement to receive any prize in this competition.
WINNER DETERMINATION	
Winners selected via a Draw	<p>There will be 10 minor prize winners and one major prize winner selected.</p> <p>The winners will be selected via an electronic random draw at 12:00pm (AEST) on 18/09/2017</p>

at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141.

The first valid entry drawn from all entries received during the Competition Period will win the major prize. The next 10 valid entries drawn will each win a minor prize.

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 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

Prize Details

There are in total 10 minor prizes and one major prize to be won.

Each minor prize is a double adult pass to attend Harley Days 2017 in Wollongong, NSW from 27/10/2017 to 29/10/2017, valued at \$250 each.

Each minor prize is tickets only, and does NOT include travel or accommodation.

The major prize is a custom painted Cougar Black Harley Davidson Breakout (motorbike), including all statutory and on-road costs, valued at up to \$30,100. The prize does not include comprehensive insurance or any accessories not specified.

See Prize Conditions for further prize information and conditions.

Prize Conditions

The minor prize winners, and their guest/s, are responsible for making their own way to and from Harley Days in Wollongong at their own cost. The Promoter is not responsible for such arrangements or costs.

The Promoter is not liable if for any reason a winner is unable to attend Harley Days on the date and time of their choosing, and such failure to attend means the winner forfeits their entitlement to the minor prize.

Each minor prize must be taken on the date/s time/s and location/s as advised by the Promoter or stated on the tickets. The winner/s and their guest/s are responsible for all other costs related to taking the prize, including any accommodation, meals/beverages, transfer costs, insurance (including excesses), additional taxes and baggage costs. The prize is subject to any additional conditions specified by the Promoter and/or prize supplier(s) including any conditions of entry into the relevant event location (e.g. behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. If a winner or their guest/s fails to comply with the conditions imposed by the prize supplier/s, the prize may in the Promoter's sole discretion be cancelled or withdrawn without liability for the Promoter or the prize supplier/s. Tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.

The major prize winner is responsible for holding any necessary licences and complying with any applicable laws and regulations to use the motorbike.

Prize Pool

The total minor prize pool is valued at \$2,500.

The total major prize pool is valued at up to \$30,100.

The overall total prize pool is valued at up to \$32,600.

NOTIFYING & PUBLISHING WINNER/S

Notification Details

The winners will be contacted by phone and in writing within 2 business days of the draw.

Winner Publication

The major prize winner's name and locality will be published at www.cougarbourbon.com.au/harley on 02/10/2017.

PRIZE CLAIM DETAILS AND PROCESS FOR UNCLAIMED PRIZE/S

Prize Claim Date

Minor Prize

Minor prizes must be claimed by 5:00pm (AEST) on 29/09/2017.

Major Prize

The major prize must be claimed by 5:00pm (AEST) on 18/12/2017.

**Unclaimed Prize Draw
Details**

Minor Prize

If a minor prize has not been claimed by the Prize Claim Date the prize will be re-awarded by way of an unclaimed prize draw at 12:00pm (AEST) on 02/10/2017 at the same location as the original draw.

Major Prize

If the major prize has not been claimed by the Prize Claim Date the prize will be re-awarded by way of an unclaimed prize draw at 12:00pm (AEST) on 19/12/2017 at the same location as the original draw.

**Unclaimed Prize Draw
Winner Notification**

Any winner/s in the Unclaimed Prize Draw will be contacted by phone and in writing within 2 business days of the draw.

**Unclaimed Prize Draw
Winner Publication**

Any major prize winner in the Unclaimed Prize Draw will have their name and locality published at www.cougarbourbon.com.au/harley on 03/01/2018.

CONDITIONS

- 1 These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Entry**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this competition constitutes acceptance of these Conditions of Entry.
- 2 The Promoter's decisions regarding all aspects of this competition are final and no correspondence will be entered into.

Treatment of Personal Information

- 3 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. Those disclosures may include disclosures to organisations in locations such as the USA, the UK, India and Germany. By entering this competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://cub.com.au/privacy-policy/>, contains information about:
 - (i) how entrants or their guest/s can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - (ii) how entrants or their guest/s can complain about a privacy breach and how the Promoter will deal with such a complaint.

Entry Process

- 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. If an entry is made based on a returned Eligible Purchase (unless if due product defect) that entry will be rendered invalid.
- 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. 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.
- 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).

Prize/s Awarded

- 7 The 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.
- 8 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.
- 9 The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.

- 10 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.
- 11 Prize/s not transferrable or exchangeable and cannot be redeemed for cash. Minor 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.
- 12 The Promoter is not liable for and will not provide any replacement prize for tickets that are stolen, forged, damaged or tampered with any way once awarded or are not activated or used before the stated expiry date.
- 13 Prize/s will be delivered by post to the winners at their nominated delivery address. The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s, nor for any damage that may occur to prize/s displayed/held at an Outlet. Prize delivery will only be made to Australian addresses.
- 14 Entrants (and their guest/s, where applicable) acknowledge that there are intrinsic risks in some aspects of the major prize and that using the major prize may involve participating in dangerous/risky activities. By accepting the prize, the winner/s (and their guest/s, where applicable) accept those risks.
- 15 As a condition of accepting or participating in any prize the winner's guest/s accepts these Conditions of Entry.
- 16 The Promoter may in its sole discretion appoint a chaperone to accompany the winner/s and their guest/s taking the minor prize. The winner/s and their guest/s agree to the chaperone being present for the duration of the trip/event and agree to comply with all reasonable directions or guidelines specified by the Promoter and/or their chaperone.
- 17 As a condition of accepting the minor prize, a winner is required to behave appropriately (to the Promoter's satisfaction) at all times while taking the prize. A winner is fully responsible for the behaviour and conduct of their guest/s at all times while taking the minor prize. If in the Promoter's opinion a winner or the winner's guest/s behaves in a way that is contrary to law, behaves inappropriately, aggressively or offensively, or behaves in a way which may damage the reputation of the Promoter or any of its related bodies corporate or the agencies or companies affiliated with this competition, the Promoter may in its absolute discretion cancel or withdraw the prize and will offer no substitute prize or compensation.
- 18 If an event and/or activity awarded as part of the minor prize is cancelled, abandoned, called off or postponed for any reason, that part of the minor prize will be forfeited, and no cash or replacement prize will be offered.

Publication & Publicity

- 19 Where winner publication is required, each entrant requests that his or her full address not be published.
- 20 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

- 21 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's discretion all of the entrants' entries) will be deemed invalid.

- 22 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;
 - breached any of these Conditions of Entry;
 - tampered with or benefited from tampering with the entry/draw process or the operation of the competition;
 - engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition; or
 - acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

Liability

- 23 The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 24 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. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.
- 25 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

- 26 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.
- 27 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.

- 28 **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 <https://www.nhmrc.gov.au/files/nhmrc/publications/attachments/ds10-alcohol.pdf>. The NSW Liquor Competition Guidelines and Intoxication Guidelines are available at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. Entry and continued participation in this competition is subject to the Outlet's liquor serving policy.