

## **Better Beer Merch Giveaway Liquor Legends Promotion**

### **Terms and Conditions**

#### **Promoter**

Better Beer Company Pty Ltd (ABN 68 652 336 822) of 16 The Esplanade, Torquay VIC 2338

#### **Who can enter?**

Only Australian residents who are aged 18 or over.

#### **Who can't enter?**

Directors, officers, management and employees (and their immediate families) of:

- a) the Promoter; and
- b) the agencies, companies or participating premises associated with this Promotion.

“Immediate family” means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer, contractor, associated agency and company or organisation.

#### **Promotional Period**

12.01am (AEDT) on 21/10/2025 to 11.59pm (AEDT) on 31/12/2025.

#### **Promotional Website**

[www.betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends](http://www.betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends)

#### **Participating Venues**

Each participating venue will run the Promotion during the below Venue Promotional Periods:

- a) Liquor Legends: 21/10/2025 – 11/11/2025

#### **Qualifying Purchase**

Either one (1) x case of Better Beer Middy (30 cans) or one (1) x case of Better Beer Zero Carb (24 cans) (subject to stock availability).

#### **Claim instructions**

To claim, you must:

- a) make a Qualifying Purchase from a Participating Venue or Participating Venues during the relevant Venue Promotional Period;
- b) scan the Promotion QR code or visit [www.betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends](http://www.betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends); and
- c) then, during the Promotion Period, visit the Promotional Website to locate the claim page, complete and submit the online claim form, including uploading an image of your proof of purchase, and providing all other requested information.

Once you have completed the above steps, your claim will be validated. If your claim is able to be validated immediately, you will receive a success screen and e-mail including a unique code and instructions to redeem your Gift. If your claim is unable to be immediately validated, you will receive an e-mail if and when your claim is able to be validated, including a unique code and instructions to redeem your Gift. In the event that your claim cannot be validated immediately or manually, your claim will be deemed invalid and you will forfeit all rights to a Gift at the absolute discretion of the Promoter.

## **Gift**

### **\$30 Better Beer Merch Voucher**

The \$30 Better Beer Merch Vouchers will be delivered to a successful claimant by email and can be used online at [www.betterbeer.com.au/collections/merch](http://www.betterbeer.com.au/collections/merch). The vouchers are single use only and any unused funds will be lost. Vouchers must be redeemed in a single transaction on or before 31/12/2026 and cannot be used in conjunction with any other offer/promotion. There is no minimum spend to use the voucher, however any unused value will be forfeited. The vouchers are not redeemable for freight/shipping/delivery costs. The voucher must be applied at check out.

### **How many times can I claim?**

You can claim multiple times throughout the Promotion Period. Each claim must be:

- a) based on submitting a separate claim form with a purchase receipt that has not been used in any previous claims within this Promotion; and
- b) submitted in accordance with these Terms and Conditions.

### **Proof of purchase**

You must keep the following as proof of purchase for all claims:

- a) original purchase receipt/s.

If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify all of your claims and you will lose any right to a Gift.

Proof of purchase must be identical to that provided by you with your claim.

Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the relevant Venue Promotional Period before you submitted your claim).

If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claims will be invalid and you will lose any right to a Gift.

All purchase receipts must be used to redeem Gift/s by 11.59pm (AEDT) on 31/12/2025. If you have any unclaimed purchase receipts at the end of the Promotion Period that you haven't used to claim a Gift, those purchase receipts will be forfeited.

### **Collection and use of your personal information**

If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity. The Promoter may collect your personal information directly or through Ansible Pty Ltd, or the Promoter's agents or contractors. The Promoter and Ansible Pty Ltd will use your personal information to conduct and manage the promotion. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this promotion, communicating with you or storing data. This may include disclosures to organisations outside Australia.

By claiming, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this promotion. By

selecting the 'opt in' box on the claim form, you consent to the Promoter using this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging. This personal information will be handled in accordance with the Promoter's Privacy Policy which can be accessed at [www.betterbeer.com.au/policies/privacy-policy](http://www.betterbeer.com.au/policies/privacy-policy). You can opt out at any time by emailing [lisa@betterbeer.com.au](mailto:lisa@betterbeer.com.au).

The Promoter's Privacy Policy (see [www.betterbeer.com.au/policies/privacy-policy](http://www.betterbeer.com.au/policies/privacy-policy)) includes information about:

- a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
- b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

### **Responsible drinking**

Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: [www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol](http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol). See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at [www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf](http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf). Where relevant, your participation in this promotion may be subject to the liquor serving policy of businesses conducting the promotion and/or providing the Gift.

All advertising material for this promotion will include a message regarding responsible consumption of alcohol.

1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about Gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

### **Claims**

2. Your claim must be received during the Promotional Period and will be deemed to be received only when received by the Promoter. Purchase receipts from any other promotion cannot be used for this promotion, and are void if copied, forged, stolen or interfered with. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. If you claim using automatically generated claims or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### **Gifts**

3. Gifts and all elements of Gifts must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the Gift or any element of the Gift for whatever reason, you will not be given cash or any alternative Gift as a substitute. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the

Promoter, including, as relevant, validity period/s.

The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

## **General**

4. Any material failure by you to comply with the conditions imposed by the Promoter may result in the prize being cancelled or withdrawn without liability for the Promoter.

If you or your claim are deemed by the Promoter to breach these Terms and Conditions materially your claim (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

You must not:

- a) tamper with the entry process;
- b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
- e) breach any law; or
- f) behave in a way that is otherwise inappropriate.

The Promoter, Ansible Pty Ltd, and/or the Promoter's agents or contractors is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter, Ansible Pty Ltd, and/or the Promoter's agents or contractors's reasonable control.

If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a Gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.

Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all Gifts (and elements of Gifts) must be taken as and when specified, or will be forfeited with no replacement. The Gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Gift value. You agree that if a Gift (or element of a Gift) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities, if relevant.

If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the promotion or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities, if relevant.

The Promoter is not responsible for any tax implications arising from you claiming a Gift. You should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

5. You may have consumer rights under statute including under the Competition and Consumer Act 2010 (Cth), which may be relevant to any issue or problem you encounter in relation to this promotion and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights

Subject to the previous paragraph, the Promoter, Ansible Pty Ltd, and/or the Promoter's agents or contractors associated with this promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this promotion or any Gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

Without limiting the previous paragraphs, the Promoter Ansible Pty Ltd, and/or the Promoter's agents or contractors associated with this promotion are not liable for any loss of, damage to or delay in delivery of Gift/s, or for any damage that occurs to displayed Gift/s (where relevant) due to circumstances beyond the Promoter's reasonable control.

This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

AU residents 18+ only. Promo period: 12.01am (AEDT) 21/10/2025 to 11.59pm (AEDT) 31/12/25. Buy a case of Better Beer Middy (30pk cans) or a case of Better Beer Zero Carb (24 pk) from participating Liquor Legends stores (incl. online at those stores), during venue promo period scan QR code in store or visit [betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends](http://betterbeer.com.au/pages/free-30-merch-voucher-liquor-legends) & fill in claim form with valid proof of purchase to get Gift. Keep purchase receipt/s. Merch vouchers must be used on or before 31/12/2026, can't be used for delivery costs & are single use only. See [betterbeer.com.au](http://betterbeer.com.au) for full

conditions incl. privacy statement. Promoter: Better Beer Company Pty Ltd (ABN 68 652 336 822).