



TERMS AND CONDITIONS OF ENTRY

Promotion Name: Seize the Songbird

Promotion Start Date: Saturday 3 May 2025

Promotion End Date: Until further notice

PROMOTION SPECIFIC TERMS & CONDITIONS

1. By participating, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid. Information on how to claim form part of these terms and conditions.
2. Entry is only open to Australian residents aged over 18 years, as well as conditions in point 3 (three).
3. Kedron-Wavell Ltd. members that have a Kedron-Wavell member card number (member number from 1 – 599,999) and The Sands Social (member number 600,000 – 899,999) will be eligible to earn entries into this promotion.
4. Board Members, Kedron-Wavell and The Sands Social staff members, or family members living with staff cannot participate in the promotion.
5. Kedron-Wavell directors or family members living with Director cannot participate in the promotion.
6. The winner of the promotional draw must be *In the Club* to receive the prize in the promotional game.
7. The rules of this game are the same as *Jag the Joker*.
 - a. Entry into the game must be free
 - b. The game is set up by placing 53 cards (including the joker) face down on a board withing a glass case or otherwise covered for security reasons.
 - c. The board must be positioned in a place that is visible to patrons but cannot be accessed by the public.
 - d. Terms and Conditions must be placed next to board.
 - e. Both the major prize and the consolation prize must be clearly displayed next to the board.
 - f. A player receives a free ticket into the game after the purchasing of a product.
 - g. Each week a ticket is drawn out and the holder must flip over a card.
 - h. If the Joker (Songbird) is revealed, then they win the major prize.
 - i. If not, they may win a consolation prize.
8. The promotional game will take place every Saturday until further notice. This promotional game will start as of Saturday May 3rd, 2025.
9. The prize will be drawn at 6:30pm.
10. Members who purchase a CUB product (e.g Great Northern) from 5pm, will receive a free entry ticket into the game.
11. CUB beers include pots, schooners, pints, jugs and stubbies of:
 - a. Great Northern
 - b. Carlton
 - c. Victoria Bitter
 - d. Asahi
 - e. Pure Blonde
 - f. Balter
 - g. Green beacon
 - h. Corona
 - i. Cascade premium light
 - j. Pirate life
 - k. Vodka cruiser



- l. Brookvale union
 - m. Hard rated
 - n. Somersby
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- 12. The jackpot draw will start at **\$50** and will increase until the Joker(Songbirds) card is flipped.
 - 13. The jackpot draw (Major Prize) will increase by \$50 each week.
 - 14. If the jackpot is not claimed, recipient receives a \$50 TSS gift card. (consolation prize).
 - 15. The draws will take place via a physical barrel in which customers put their entry ticket into.
 - 16. Winner's names will be announced at 6:30pm and will have three (3) minutes (additional time allowed when club is busy, or member is frail) to claim their prize from The Sands Social staff member. Redraws will take place until all draws are claimed.
 - 17. The promoter reserves the right to change the dates of the draws at any stage during the promotional period.

STANDARD TERMS AND CONDITIONS OF ENTRY

- 1. Information on how to enter and prizes form part of these Terms and Conditions and all terms and Conditions are at the Management's interpretation.
- 2. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 3. The winners must have suitable photo identification to prove identity.
- 4. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
- 6. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7. The draw cannot be heard in all areas of the Club (eg DOSAs & Function Rooms). We encourage all members to be where they can hear or observe the draw.
- 8. The staff member announcing the draws may not always pronounce names correctly; so we recommend members ensure they know or can quickly check their membership number. We always get the number correct.
- 9. The promotional draw will be deemed invalid if there are any errors / mistakes made by the club that affect the integrity of the draw.
- 10. The Promoter's decision is final, and no correspondence will be entered into.
- 11. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
- 12. If the prize (or any part of the 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.
- 13. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
- 14. As a condition of entering into this promotion, each entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes.
- 15. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).



16. 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.
17. 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 determine an entrant/winner; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. 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, unauthorized 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 the prize.
19. As a condition of accepting the prize, the winner (and any companion/s, power of attorney or registered carer) must sign any legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.
20. 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, prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity 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.
21. Management reserves the right to change the terms and conditions at any time, as they see fit.
22. The winner cannot be a Kedron-Wavell or The Sands Social staff member, or family members living with staff.
23. The winner cannot be a Director or a family member living with Director.
24. The winner cannot be an ex-staff member who has left working at Kedron-Wavell or The Sands Social no less than 6 months prior to the draw day.
25. The Promoter is Kedron-Wavell Ltd (ABN 76 860 492 483) 21 Kittyhawk Drive, Chermside Qld 4032.