

**Heineken 3 Great Taste Or Your Money Back Guarantee
Promotion Terms & Conditions
("Conditions of Claim")**

Schedule	
Promotion:	Heineken 3 Great Taste Or Your Money Back Guarantee Promotion
Promoter:	Heineken Lion Australia Pty Ltd (ABN 74 109 055 236) of Level 7, 68 York Street, Sydney NSW 2000, telephone (02) 9320 2200 (the " Promoter ")
Claim Period:	Claim Start Date: 00.01 AEDT on 23.01.2017
	Claim End Date: 11.59 AEDT on 04.04.2017
Purchase Period:	Purchase Start Date: 00.01 AEDT on 23.01.2017
	Purchase End Date: 11.59 AEDT on 04.03.2017
Eligible claimants:	<p>Claims are only open to Australian residents who are 18 years and over.</p> <p>This offer is limited to outlets in Australia that have been invited by the Promoter to participate ("Participating Outlet").</p> <p>(a) The following persons are ineligible to submit a claim: directors, management, employees, officers and contractors (and their Immediate Families) of the Promoter;</p> <p>(b) the Promoter's suppliers, associated companies and agencies who are associated with the Promotion including Participating Outlets and their directors, management and employees (and their respective Immediate Families).</p> <p>"Immediate Family" 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 first cousin.</p>
How to claim:	<p>To submit a claim for a refund, the claimant must complete the following steps during the Claim Period ("Claim Instructions"):</p> <p>(a) Purchase any one (1) 6-pack or 12-pack of Heineken 3 beer ("Participating Product") from a Participating Outlet during the Purchase Period ("Qualifying Purchase");</p> <p>(b) If the claimant does not think Heineken 3 is a great tasting beer, go online to www.haveitall.beer ("Promotional Website") and complete a claim form where indicated on the Promotional Website by entering:</p> <ul style="list-style-type: none"> • their details including first name, last name, email address, mobile phone number • an image of their original receipt for the Qualifying Purchase; • if they purchased a 6-pack or 12 pack • their selected charity (if any); or • their bank details (Inc. Account Name, Account Number & BSB); and • a 15-word statement about why they do not think Heineken 3 is a great tasting beer; <p>and</p> <p>(c) Submit the fully completed claim form.</p> <p>Once the Promoter has validated the receipt and accepted the claim, the Promoter will, at the claimant's election, either deposit the price paid by the claimant for the Participating Product, inclusive of GST (up to a maximum of \$16.00 for a 6 pack or \$30.00 for a 12 pack, being their respective RRP values) into the claimant's nominated account or donate it to the Promoter's nominated charity.</p>
Number of claims permitted	Limit one (1) claim permitted per person as determined by name, email address and/or mobile number, bank account details and/or receipt.

Terms and Conditions

- The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that participation in this 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. Claims for refunds must comply with these Conditions of Claim to be valid.
- The Qualifying Purchase must be completed during the Purchase Period, and the claim must be received during the Claim Period to be valid. Claims are deemed to be received at the time of receipt by the Promoter and not at

the time of electronic transmission by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

3. Incomplete, indecipherable, incorrect and illegible claim forms will, at the Promoter's discretion, be deemed invalid claims.
4. **Refund Details:** An eligible claimant who submits a valid claim that is received during the Claim Period will receive a refund of the price paid by the claimant for the Participating Product, inclusive of GST, up to a maximum of \$16.00 for a 6 pack or \$30.00 for a 12 pack. At the claimant's election, the refund will be either deposited directly to the claimant's bank account specified on the claim form or donated to the Promoter's nominated charity as specified at the Promotional Website. Where the claimant elects to have the refund deposited to their bank account, failure by the claimant to provide correct banking details on the claim form may at the Promoter's discretion result in forfeiture of the refund. Claimants must ensure the banking details provided on the claim form are correct to avoid the refund being made to the incorrect bank account.
5. The Promoter will endeavour to deposit or donate (if applicable) each refund within 28 days of a successful and valid claim submission.
6. The original purchase receipt for the Qualifying Purchase must be retained by the claimants as proof of purchase. Claimants must provide the original receipts for their claims to the Promoter, if requested, in order to validate their claims. In the event that a claimant is unable to produce the original receipt for any claim, the Promoter may at its absolute discretion, deem their claim invalid and forfeit the claimant's right to the refund. Offer not valid in conjunction with any other offer.
7. If any claimant chooses not to take their refund from their nominated bank account (or is unable to), they forfeit the refund and the Promoter is not obliged to substitute the refund.
8. Refunds will be awarded to the person named in the claim form and any claim that is made on behalf of a claimant or by a third party will be invalid.
9. It is a condition of accepting the refund that the claimant may be required to sign a legal release as determined by the Promoter at its absolute discretion, prior to receiving the refund.
10. The Promoter takes no responsibility should a person not have the software, hardware or mobile plan that permits access to, and use of, the Promotional Website. Any costs associated with accessing the Internet, downloading data on a mobile device, or using any device to access and use the Promotional Website is the sole responsibility of the claimant and is dependent on the Internet/mobile service provider used.
11. Nothing in these Conditions of Claim limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the Promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a claimant; (e) participation in the Promotion or accepting and/or using the refund; (f) the conduct, act or omission of a Participating Outlet or any other service provider or supplier associated with the Promotion; or (g) the conduct, act or omission of a third party (such as a claimant's bank).
12. 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 claims.
13. Claimants' personal information in the claim forms will be collected by the Promoter and used solely for the purpose of the Promotion (including to enable the claimants to participate in this Promotion) and for promotional purposes surrounding this Promotion. The collected personal information will be destroyed 3 months after the Claim End Date.
14. The Promoter may disclose the claimants' personal information to third parties including its contractors and agents and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to claim a refund in the Promotion.
15. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth). Claimants may obtain a copy of the Promoter's privacy policy by contacting the Promoter on 1800 308 388 during office hours.
16. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complain will be dealt with. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
17. All claim forms remain the property of the Promoter. The claimants agree that the Promoter may use, disclose or deal with any information in the claim forms (other than any personal information of the claimants) in any manner and for any purpose without any remuneration to the claimants.

18. The Promoter reserves the right to request verification of age, identity, residential address and any other information from claimants relevant to entry into or participation in the Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the Promotion. Claims are void if stolen, forged, mutilated or tampered with in any way.
19. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. Claimants who use multiple email addresses, residential addresses and/or aliases may also be disqualified. The decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
20. To the extent permitted by law, the Promoter accepts no responsibility for:
 - a) Any late, lost or misdirected claims or other communications; or
 - b) Any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any claimant or other persons related to participation in the Promotion.
21. Claimants will be refused service of alcohol, including refusal for the claimant to make a Qualifying Purchase, if it would breach any relevant laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. The Promoter supports the responsible service of alcohol.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.

Abbreviated Terms & Conditions
Heineken 3 Great Taste Or Your Money Back Guarantee
Promotion

Offer open to Aus. residents 18+. To submit a claim for refund, (a) purchase any one (1) 6-pack or 12-pack of Heineken 3 beer from a Participating Outlet between 23.01.2017 and 04.03.2017; (b) if you do not think Heineken 3 is a great tasting beer, go online to www.haveitall.beer to complete a claim form by entering your details, proof of purchase and a 15-word statement as to why you do not think Heineken 3 is a great tasting beer; and (c) submit the claim form. Offer valid from 23.01.2017 to 04.04.2017. At your election, refund of price paid (incl. GST) for product will be deposited to nominated bank account or donated to Promoter's nominated charity (up to a maximum of \$16.00 for a 6 pack or \$30.00 for a 12 pack). Limit one claim per person. Offer not valid in conjunction with any other offer. The Promoter supports the responsible service of alcohol. See staff for full terms and conditions or visit www.haveitall.beer The Promoter is Heineken Lion Australia Pty Ltd (ABN 74 109 055 236) of Level 7, 68 York Street, Sydney NSW 2000.