

COOPERS PARTY ON PREMISE PROMOTION – WIN A DOUBLE PASS
TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Premium Beverages Pty Ltd (ABN 71 100 818 700) of Unit 2, 11 Sabre Drive, Port Melbourne VIC 3207, telephone 1300 555 166 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating on-premise venues and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
5. NSW: the promotion commences on 24/08/2018 and ends at 11:59pm AEST on 24/09/2018 (“**Promotional Period**”). VIC: the promotion commences on 24/08/2018 and ends at 11:59pm AEST on 02/10/2018 (“**Promotional Period**”).
6. To be eligible to enter individuals must, during the Promotional Period, purchase any Coopers beer in a participating on-premise venue during the Promotional Period (“**Qualifying Transaction**”).
7. Participating on-premise venues are on-premise venues that display advertising material featuring this promotion.
8. To enter, you must complete the following steps during the Competition Period: share a photograph, boomerang, or video via Instagram of your Coopers beer, must tag the @VenueName (venue where the Coopers beer was purchased) and hashtag #CoopersBrewery and #CoopersParty in order to have a valid entry.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. 1 entry is permitted per person per day in association with a Qualifying Transaction made at participating on-premise venues.
11. 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.
12. Winner Determination: Each entry will be individually judged based on creative merit provided on entry. Entries will be judged and a winner determined after the last day of the Competition Period. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. NSW Winner Publication: The NSW winner/s will be published on 27/09/18 <https://coopers.com.au/competitions>. NSW Winner Notification: The NSW winner/s will be notified by direct Instagram message with details on how to claim their prize. VIC Winner Publication: The VIC winner/s will be published on 04/10/18 <https://coopers.com.au/competitions>. VIC Winner Notification: The VIC winner/s will be notified by direct Instagram message with details on how to claim their prize.

15. Prize: 2 x double passes (4 passes) to Coopers Party to win per a participating venue, 1 x double pass (2 passes) per winner. The two best valid entry, as determined by the judges, will win a double pass to Coopers Party, each double pass includes entry for two to an intimate gig with the band Hockey Dad plus two support acts, drinks and food. The double pass is valued at \$198. Venue prize pool is \$396. NSW winner/s and guest/s must be available to attend the Coopers Party Sydney at The Factory Theatre on 09/10/18 or they forfeit the prize. VIC winner/s and guest/s must be available to attend the Coopers Party Melbourne at The Tote on 15/10/18 or they forfeit the prize.
16. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute a prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The total venue prize pool value is \$396 p/participating venue.
20. Prize/s are not transferable or exchangeable and cannot be taken as cash.
21. Prize Claim Date and Time: NSW winners must claim their prize/s by no later than 30/09/18 11.59pm AEST, or they forfeit the prize. VIC winners must claim their prize/s by no later than 07/10/18 11.59pm AEST, or they forfeit the prize. Prize may be claimed by replying to the winner notification Instagram direct message from the Promoter (or an authorised representative of the Promoter) and clicking on the URL sent via Instagram direct message which will take you to a form to complete their name, email, dietary requirements and phone number. Failure by the winner to claim their prize by that date/time will result in forfeiture of the right to a prize, and the prize will be awarded to the next valid reserve entry. Any subsequent reserve winner (if required) must also claim their prize by the date/time stipulated by the Promoter in the winner notification message, otherwise they will also forfeit their right to the prize.
22. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and exclude 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: (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 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.

26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.coopers.com.au/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.

NSW Permit No. LTPM/18/03343