

“COOPERS ORIGINAL PALE ALE OH MY CORD 2022” PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is COOPERS BREWERY Ltd (ABN 13 007 871 409) of 461 South Road, Regency Park, SA 5010, telephone (08) 8440 1800 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Directors, officers, management, 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. The promotion commences in participating on-premise liquor licensed venues in Australia from 12.01am (AEDST) on 15 February 2022 to 11.59pm (AEDST) on 14 February 2023, or until stocks of scratch cards run out in a participating on-premise liquor licensed venue in Australia, whichever is first to occur (“**Promotional Period**”). A participating on-premise liquor licensed venue, is any on-premise liquor licensed venues in Australia that displays promotional material advertising this promotion (each a “**Venue**”).
6. To be eligible to enter, individuals must purchase any Coopers Original Pale Ale draught product in a Venue during the Promotional Period (“**Qualifying Transaction**”) and receive a scratch card (“**Scratch Card**”) at the point of purchase, subject to stocks remaining. It is the responsibility of the entrants to ensure that they receive a Scratch Card at point of purchase if one is not automatically provided to them.
7. Entrants must then scratch their Scratch Card to reveal whether or not they have won an instant prize. Winner/s will be notified instantly in writing on the Scratch Card. To claim a prize, entrants must present their winning Scratch Card to a member of staff at the Venue in which the Scratch Card was received. Instant win prize claims must be received at that Venue by close of business on the same day that the Qualifying Transaction was made in the Venue.
8. 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.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Transaction regardless of the number of Coopers Original Pale Ale products in excess of one (1) is purchased in that transaction; (b) a maximum of two (2) entries are permitted per person per day in a Venue (excluding NSW residents where a maximum of one (1) entry is permitted per person per day in a Venue); and (c) each entry must be submitted separately and in accordance with these Terms and Conditions.
10. 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.
11. Instant win prizes awarded in a Venue include:
 - 40x Coopers branded caps valued at \$19.95 each;
 - 50x Coopers branded stubby holders valued at \$6.95 each; and
 - 3x Coopers branded picnic rugs valued at \$30 each.
12. Total prize pool value in each Venue is \$1,235.50. For the purpose of the SA permit, there are a total of one hundred and twenty (120) Venues in South Australia. The total prize pool across all Venues in South Australia is \$148,260.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. The Promoter encourages consumers to enjoy alcohol 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, including prize claims, is subject to the licensee’s liquor serving policy. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf>. Your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize. All advertising material will include a message regarding responsible consumption of alcohol.
15. If for any reason the winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Prizes are not transferable or exchangeable and cannot be taken as cash. The prize 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 prize value. Entrants agree that if a prize 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.
18. Any unclaimed instant win prizes remaining after the Promotional Period will be awarded by the Promoter to its loyal customers in its absolute discretion.
19. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions or if the number of entries received is less than the number of prizes available, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
20. 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.
21. 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, pandemic, 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.
22. 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 or any prize.
23. 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 a prize.

Approved under SA Permit No. T21/1944