

**"COOPERS ENTER TO WIN LANEWAY FESTIVAL DOUBLE PASS" PROMOTION  
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 Cooper Brewery (ABN 13 007 871 409) ("Promoter").
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, the participating on-premise venue 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 1<sup>st</sup> cousin.
5. The promotion commences on 21/01/19 and ends at 11:59pm AEST on 27/01/19 ("Promotional Period").
6. Eligible Entrants must complete the entry form via Cooperbrewery.com.au to enter. To enter, entrants must visit the Coopers Brewery website at <http://www.coopers.com.au> and access the online entry form for the promotion and fully complete the online entry form. To enter, entrants are required to submit their 'Best Festival Moment' in the required field. Entries will be judged on their creativity. Entrants are required to fill in all required field including identifying the Laneway Festival they are entering to attend. Prizes (tickets) are not transferable to alternative St Jerome's Laneway Festival Events. The event location identified upon entry by the entrant, is the event the entrant will be entered into for a chance to win tickets to. The prize (tickets) are not transferable to an alternative St Jerome's Laneway Festival event post draw.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third-party rights. Winners will be contacted by email. There are 5 overall prizes ("Major Prize winner") to be won. 1 x Winner per state will be decided on based on the creativity of their entry and the judge's decision is final.
11. The judging will take place at KWP Advertising, 251 Rundle St, Adelaide 5000 on 29<sup>th</sup> January by midnight. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner/s will be notified by email within two (2) business days of the draw. Winner/s name/s will be announced online at [www.coopers.com.au/competitions](http://www.coopers.com.au/competitions) commencing on 29th January.
12. The Promoter's decision is final and no correspondence will be entered into.

13. To collect the prize (tickets) eligible entrants must provide identification to KWP Advertising via email to verify identify and proof of age.
14. The prize awarded to the winners will be the tickets (location) as nominated by the entrant (selection of location) in the entry process. Prizes (tickets) are not redeemable for cash, and are not transferable to alternative St Jerome's Laneway Festival Events. Five Major Prize winners will win the following:
  - 2 x Tickets (Adult 18+) to ST JEROME'S LANEWAY FESTIVAL 2018
  - Dates and Location can be found at [lanewayfestival.com](http://lanewayfestival.com)
15. 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](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. 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.
18. The total prize pool value is \$1540.00.
19. All other ancillary costs including but not limited to insurance, taxes (excluding GST, travel, meals, drinks, transfers and any and all other expenses are the responsibility of the winner.
20. Prize/s are not transferable or exchangeable and cannot be taken as cash. Should the Event be cancelled or rescheduled, Moshtix will inform Coopers Brewery who will inform the winners of the tickets via their nominated email address. Moshtix provides this service on behalf of the Promoter. Should the Event be cancelled or rescheduled, the tickets value will not be refunded or awarded to the winners of the tickets. Should the event be rescheduled Coopers Brewery will provide the entrants with rescheduled tickets. Any transferable costs will be at the expense of the winners. If, for any reason, the festival event is rescheduled and the winner(s) are unable to attend; Coopers Brewery reserves the right to re-distribute the prize (tickets) and award to runner-up entrants.
21. Judging for the prize if unclaimed OR judging for any unclaimed prizes may take place, at the same time and place as the original draw, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw.
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](http://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.