

## **“COOPERS SESSION ALE SCRATCH CARD” 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 Limited (ABN 13 007 871 409) of 461 South Road, Regency Park, SA 5010, telephone (08) 8440 8100 (“**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 1<sup>st</sup> cousin.
5. The promotion will be conducted in each participating on-premise venue on dates advertised in that venue which will be between 01/10/2018 and close of business on 30/09/2019, or until stocks of scratch cards run out in that participating on-premise venue (“**Promotional Period**”). Participating on-premise venues are on-premise venues in New South Wales, Victoria, Northern Territory and Western Australia that display advertising material featuring this promotion.
6. Subject to clause 7, to be eligible to enter and receive a scratch card (“**Scratch Card**”), individuals must purchase a pint of Coopers Session Ale in a participating on-premise venue during the Promotional Period (“**Qualifying Transaction**”).
7. Individuals will receive a Scratch Card, at point of making a Qualifying Transaction while stocks of Scratch Cards last. 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.
8. Entrants must then scratch their Scratch Card to reveal whether or not they have won an instant prize. To claim a prize, entrants must present their winning Scratch Card to a member of staff at the same participating on-premise venue in which the Scratch Card was received. Instant win prize claims must be received by close of business on the same day that the Qualifying Transaction was made in the participating on-premise venue.
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. Only one (1) entry is permitted per person per day.
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. Instant win prizes awarded in each participating on-premise venue include:
  - 30x Coopers branded stubby holders valued at \$9.95 each;
  - 30x Coopers branded bucket hats valued at \$20.00 each;
  - 10x Coopers branded towels valued at \$25.00 each; and
  - 20x Coopers branded headbands valued at \$9.95 each.

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](http://www.nhmrc.gov.au). Entry and continued participation in this promotion, including prize claims, is subject to the licensee's liquor serving policy.
15. If for any reason a winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If a 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. The total prize pool value in each participating on-premise venue is \$1,347.50.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. Any unclaimed instant win prizes remaining after the Promotion Period will be awarded by the Promoter to its loyal customers in its absolute discretion.
20. 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. There will be a total of 108,000 instant win game cards printed for this promotion.
21. 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.
22. 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.
23. 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.
24. 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.

Approved permit number: **NSW Permit No. LTPS/18/27888**

