

“V8 EXPERIENCE THE STAR SYDNEY - ENTER TO WIN” 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 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 who are able to travel to the Gold Coast, QLD between 19/10/2018 and 21/10/2018 if drawn as a winner. One entry per person, per day.
4. Employees (and their immediate families) of the Promoter, The Star Sydney 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 will be conducted in 24/7 Sports Bar which is located at The Star Sydney, 80 Pyrmont Street, Pyrmont NSW 2009 (“**Participating Venue**”), commencing on 17/07/2018 and ending at 11:59pm AEST on 31/08/2018 (“**Promotional Period**”).
6. To be eligible to enter individuals must, during the Promotional Period, purchase any Coopers drink from the Participating Venue during the Promotional Period (“**Qualifying Transaction**”). Individuals will receive an official entry form at point of making a Qualifying Transaction while stocks of entry forms last. It is the responsibility of the entrants to ensure that they receive an entry form if one is not automatically provided to them.
7. To enter, individuals must then complete the official entry form in full and place it in the entry box provided at the Participating Venue during the Promotional Period.
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 drinks purchased in that transaction; (b) a maximum of one (1) entry is permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
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. The draw will take place at the Participating Venue on 04/09/2018 at 4:00pm AEST. A staff member, on behalf of the Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw. The winner’s name will be announced online at www.coopers.com.au/v8experience from 06/09/2018.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win the trip for two (2) adults to the Gold Coast, QLD for the Gold Coast 600 Supercars valued at up to \$2,040. Prize includes:

- Two (2) return economy flights from Sydney, NSW to Gold Coast QLD;
 - Two (2) nights twin share accommodation at The Star, Gold Coast including dinner for two (2) adults on one (1) night up to the value of \$722;
 - Return airport to hotel transfers; and
 - Two (2) corporate tickets to the Gold Coast 600 Supercars event on either Saturday 20/10/2018 or Sunday 21/10/2018 (as determined by the Promoter in its absolute discretion) including a hot lap for the winner and a pre-race grid walk.
14. Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Gold Coast 600 Supercars event with flights departing on 19/10/2018 and is subject to booking and flight availability. The winner and his/her companion/s must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
 15. The winner of the prize which includes the hot lap (“**Activity**”) acknowledges that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. The winner must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner from participating in the Activity if, at any time, they reasonably believe that the winner poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
 16. Entry into the Gold Coast 600 is subject to the venue terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. The winner and his/her companion/s may be required to sign a waiver prior to being allowed to race on the track.
 17. 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.
 18. 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.
 19. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the (or that part of the prize) prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 20. The total prize pool value is up to \$2,040.
 21. Prize is not transferable or exchangeable and cannot be taken as cash.
 22. A draw for the prize if unclaimed may take place on 25/09/2018, at the same time 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 and their name will be published online at www.coopers.com.au from 28/09/2018.
 23. 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.

24. 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.
25. 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.
26. 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) if the Gold Coast 600 event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.
27. 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 <https://coopers.com.au/#/wall-footer/privacy/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.

Approved permit number: **NSW Permit No. LTPS/18/25181**