

Coopers Burger Hero 2019 - Consumer Instagram Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Coopers Burger Hero 2019 - Consumer Instagram
Promoter:	Coopers Brewery Limited ABN 13 007 871 409, 461 South Road, Regency Park, SA 5010, Australia.
Promotional Period:	Start date: 14/10/19 at 09:00 am AEDT End date: 24/11/19 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to NSW, QLD, TAS, SA, VIC and WA residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase a Coopers Burger Hero meal combo (Coopers Burger Hero burger and Coopers Pale Ale Draught beer) in one (1) transaction ("Qualifying Transaction") from any venue in NSW, QLD, TAS, SA, VIC or WA which displays advertising for this Promotion ("Participating Venues"); b) take a photo of their Coopers Burger Hero meal combo purchased ("Photo"); and c) upload the Photo to their Instagram account with: ➤ the hashtag #CoopersBurgerHero; and ➤ tagging the venue of purchase (either geo tag the venue or tag using hashtag of venue name). Entrants must ensure their Instagram account privacy setting is set to public (i.e. not 'private') to be eligible for this Promotion.
Entries permitted:	Maximum of one (1) entry is permitted per Qualifying Transaction. Maximum of one (1) entry permitted per person each day. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	Up to AUD \$6,600

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is a trip for the winner and a friend (both aged 18 years or over) to Adelaide, SA to be on the judging panel of the Burger Hero Finals event (to judge each finalist venue's burger from their Cooper Burger Hero meal combo). The prize includes: ➤ return economy flights for two (2) people from the winner's nearest capital city to Adelaide, SA (flights only provided if winner does not reside in SA); ➤ 2 x nights minimum 4-star rating twin-share accommodation in Adelaide, SA; ➤ the opportunity (for winner only) to participate as a judge on the judging panel of the Burger Hero Finals event, taking place at Cooper Brewery in Adelaide between 6-8 March 2020; ➤ 2 passes to the WOMADelaide event, on either 7 th or 8 th March 2020; and ➤ Coopers Brewery tour with a Coopers family member.	1	Up to AUD\$3,600.00, depending on the exact point of departure	Major Draw
Weekly Draw Prize: 1 x case of Coopers Pale Ale (see Weekly Draw Prize Restriction for more information).	60 winners in total (10 winners per Weekly Draw)	AUD\$50.00	Weekly Draws (6 Weekly Draws total)
Major Prize Conditions:	<ul style="list-style-type: none"> Prize must be taken on dates specified by the Promoter to coincide with the Cook-Off event taking place 6th - 8th March 2020. If the winner is unable or unwilling to travel on the dates required by the Promoter to coincide with the Burger Hero Finals event, they will forfeit their right to the prize and will not receive anything in lieu. 		

	<ul style="list-style-type: none"> As a condition of accepting the prize, the winner must participate in the judging event in the Burger Hero Finals event. Travel itinerary will be determined by the Promoter in its absolute discretion. The prize is subject to booking and flight availability. Frequent flyer points will not be awarded and do not form part of the prize. Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. The winner may be required to present their credit card at the accommodation check in. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and their guest for the trip must depart from and return to the same departure point and travel together.
Weekly Draw Prize Restriction:	<p>Due to state legislation, no more than 20 litres of alcohol can be won by New South Wales residents. Once 20 litres of alcohol has been distributed to NSW winners, any remaining prizes won by NSW residents will be awarded in the form of a voucher (in lieu of the alcohol prize).</p> <p>To be eligible for the alcohol prize it must be lawful for the winner to receive or collect the prize (failing which the promoter will substitute the prize for one of equal value).</p>
Winner notification:	<p>The winners will be contacted by their Instagram account within two (2) business days of the draw. The Major Prize winner will be published on the Coopers Instagram account (https://www.instagram.com/coopersbrewery/) by 27/11/19.</p>
Unclaimed Prizes:	<p>Major Prize must be claimed by 27/01/20 at 02:30pm AEDT. In the event of an unclaimed Major Prize, the prize will be redrawn on 28/01/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of this redraw will be notified by their Instagram account within two (2) business days of the redraw. The winner of the Major Prize (if awarded via redraw) will be published on the Coopers Instagram account (https://www.instagram.com/coopersbrewery/) by 31/01/20.</p> <p>Weekly Draw Prizes must be claimed by 25/02/20 at 02:30 pm AEDT. In the event of an unclaimed Weekly Draw Prize, the prize will be redrawn on 26/02/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of this redraw will be notified by their Instagram account within two (2) business days of the redraw.</p>

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- Draws:**
 - The draws will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEDT using computerised random selection.

- b) Weekly Draws: There will be a total of six (6) weekly draws for this Promotion. Subject to the Promotion start time, entries open for each Weekly Draw on the Monday at 12.00am AEST and close the following Sunday at 11.59pm AEDT. Each Weekly Draw will take place on the day after entries close for that Weekly Draw, with the first Weekly Draw taking place on 21/10/19 and the last weekly draw taking place on 25/11/19. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in Victoria. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s).
 - i) The first ten (10) valid entries drawn in each Weekly Draw will win the Weekly Draw Prize.
 - c) Major Draw: The major draw will take place on 25/11/19. All entries received during the Promotional Period will be entered into the Major Draw.
 - i) The first valid entry drawn in the Major Draw will win the Major Prize.
 - d) Details of each prize are specified in the Schedule above.
 - e) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - f) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
 9. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at liquorandgaming.justice.nsw.gov.au.
 10. Tickets or rights for alcohol prizes will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. A winner will be refused the provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol.
 11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 15. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 16. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act

- 1988 (Cth) and its privacy policy which is located at <https://coopers.com.au/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 18. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
 19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
 20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
 21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
 22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
 23. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity

purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

24. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
25. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
27. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
30. Authorised under: NSW Permit No. LTPS/19/37657 and SA Permit No. T19/1456.