

“VINTAGE CELLARS COOPERS BREWERY TOUR” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Premium Beverages Pty Ltd (ABN 71 100 818 700) of Unit 2, 11 Sabre Drive, Port Melbourne VIC 3207.
3. Claims are only open to SA residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) and agencies associated with this promotion are ineligible to claim. 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. Promotion commences on 13/11/2019 and ends at close of business on 24/12/2019, or once stocks of gifts are exhausted in a Participating Store, whichever is first to occur (“**Promotional Period**”). This promotion will only be conducted at the following Vintage Cellars stores in SA (each a “**Participating Store**”):
 - Vintage Cellars Burnside
 - Vintage Cellars North Adelaide
 - Vintage Cellars Victoria Square
6. To claim, individuals must purchase any 24-pack carton of Coopers beer at a Participating Store during the Promotional Period.
7. The first two hundred (200) valid claims received in each Participating Store will each be awarded the gift of a voucher for two (2) adults to attend a Coopers Brewery tour valued at \$66 and one (1) Coopers branded cap valued at \$15.
8. Successful claimants will be provided with their voucher immediately at the point of purchase, and the Coopers branded cap will be provided upon conclusion of the Coopers Brewery tour.
9. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per transaction (regardless of the number of cartons of Coopers beer purchased in that transaction); (b) each claim must be submitted separately and in accordance with claim requirements; and (c) a maximum of one (1) claim per person per day is permitted. Claims are strictly limited to the first two hundred (200) valid claims received in each Participating Store.
10. Incomplete or cancelled transactions will be deemed invalid.
11. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim 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.

12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. To redeem the voucher claimants must book a Coopers Brewery tour online at <https://cooperstours.rezdy.com/book>. The voucher must be surrendered at the time of undertaking the tour. Any ancillary costs associated with redeeming the voucher ticket are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher and at <https://cooperstours.rezdy.com/terms>.
15. If for any reason a/the claimant does not take / redeem a gift (or an element of the gift) at / by the time stipulated by the Promoter, then the gift (or that element of the gift) will be forfeited.
16. If a gift (or part of any gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. The Coopers Brewery tour is subject to the event venue and ticket terms and conditions, including the applicable age restriction. Claimants and their companions must be aged 18 years or over. The Promoter and event organisers hereby expressly reserve the right to eject any claimant (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the reward.
18. Total value of gifts to be awarded in each Participating Store is \$16,200. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash.
19. 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.
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; 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 South 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.

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 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: (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 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 reward value to that stated in these Terms and Conditions; (e) if a Coopers Brewery tour is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a claimant; or (g) use of a gift / taking of a gift.

SA Permit No. T19/1762