

# 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. Promotion commences at 9:30am (ACST) on Friday the 20<sup>th</sup> of December 2019 and ends at 12:00am (ACST) on Saturday the 21<sup>st</sup> of December 2019 ("Promotional Period").
3. Entry is only open to residents of Australia aged 18 years or over ("Eligible Entrants") and entrants will be required to show proof of age if successful in this competition.
4. Employees (and their immediate families) of the Promoter 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. To enter, eligible entrants must:
  - a) Post to the comment section of the Facebook Post "Tell us why Coopers Original Pale Ale is your original choice of beer".

The identifiable owner of the Facebook account selected as a winner on the day must be the collector of the prize (Original Dean Spinks Artwork).
6. The cost of accessing the website will depend on the entrant's individual Internet Service Provider.
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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. One entry per person is permitted.
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. This is a game of skill. Chance plays no part in determining the winners. 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. The winner will be contacted via direct message 'Inbox' on Facebook. There is one overall prize ("Major Prize winner") to be won. One winner will be decided on based on the creativity of their entry and the judge's decision is final.

The prize (Dean Spinks Pale Ale Artwork) is not transferable to any Coopers products.

12. Prize consist of the total prize pool for the promotion period is \$1,250.80. One Major Prize winner will win the following:
  - o 1x Original Dean Spinks Artwork

The winner will be contacted via direct message on Facebook.

13. The Original Dean Spinks Artwork will be mailed to the winner's chosen address, once they have accepted the prize.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The Promoter encourages the responsible consumption of alcohol and does not endorse in any way excessive consumption.

## GENERAL

16. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right, subject to any written directions of the lottery authorities, to cancel, terminate, modify or suspend or recommence the Promotion.
17. If any prize is unavailable, the Promoter, in their 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 prize is not transferable or exchangeable and cannot be taken as cash.

19. If Coopers Brewery is unable to contact the winners within (24) hours of the draw and Coopers Brewery has made every effort to contact them with the information provided by the entrant then Coopers Brewery will award the prize to another valid entrant.

20. 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.

21. Participation in this Promotion is considered acceptance of the following:

- a) A complete release of Facebook by any entrant or participant;
- b) An acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
- c) That the information provided by each entrant is provided to the Promoter (as detailed in these Terms and Conditions) and not to Facebook.

22. Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook.

23. Entrants acknowledge that their Facebook profile photograph may be featured on the Application and/or any associated Facebook page for public viewing. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at [www.facebook.com](http://www.facebook.com). Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook.

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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

26. 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.

27. Except for any liability that cannot by law be excluded, including the No 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 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 party event is 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) attendance at the prize event.

28. As a condition of accepting a prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

29. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

30. The Promoter is Coopers Brewery Limited (ABN 13 007 871 409) of 461 South Road, Regency Park, South Australia 5010.