

## COOPERS DIY BEER COMPETITION

### CONDITIONS OF ENTRY

1. **Introduction:** These conditions of entry (**Conditions**) govern the above promotion run by Coopers Brewery Limited ACN 007 871 409 (**Promoter**). Information on how to enter, mechanics of entry and prizes form part of these Conditions. Entry into the promotion is deemed acceptance of these Conditions. Entry is via the Coopers DIY Beer website at <https://store.coopers.com.au/index.php/competition/comp/n/id/6/> (**Promotional Website**) only.
2. **Entrants:** Entry is only open to residents of Australia aged 18 years or older (**Entrants**). The directors, management and employees (and their immediate family members) of the Promoter, its related entities, retailers, suppliers, providers and agencies who are directly associated with the conduct of this promotion are ineligible to enter the promotion.
3. **Promotional Period and Judging Day:** The promotion starts at 12:01am (Adelaide time) on **Wednesday 5 April 2017** and ends at 11:59pm (Adelaide time) on **Tuesday 2 May 2017 (Promotional Period)**. All entries received during the Promotional Period which comply with the requirements of these Conditions (**Entry or Entries**) will be judged by a panel of appropriately qualified judges in order to determine three (3) winners judged to be the best from all eligible Entries received. All eligible Entries will be judged on a basis of originality and creative merit. Chance plays no part in determining the winner. The winning Entries shall be determined by the judges at the Promoter's Head Office, 461 South Road, Regency Park, South Australia 5010, Australia on Thursday 4 May (**Judging Day**). The results of the promotion are final and no correspondence will be entered into.
4. **How to enter:** To enter the promotion, Entrants must, during the Promotional Period:
  - a. purchase \$30 or more of Coopers DIY Beer products in a single transaction (**Eligible Purchase**) from a participating Woolworths retail store in Australia; and
  - b. at the time of making the Eligible Purchase, obtain a receipt for the Eligible Purchase including a unique barcode (**Unique Code**). The Entrant must retain the receipt as proof of the Eligible Purchase and will need to produce the receipt in order to claim any prize; and
  - c. log onto the Promotional Website (<https://store.coopers.com.au/index.php/competition/comp/n/id/6/>) and fully complete and successfully submit in the manner required the online entry form, including providing the Entrant's full name, current and valid email address, phone number, post code, date of birth and the Unique Code. Entrants may be required to consent to receiving promotional material from the Promoter. Entrants will also be required to submit an answer to the question in twenty-five (25) words or less: "What beer do you love to brew and why?" Contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid.
5. **Costs of entry:** There are no additional costs charged by the Promoter to enter the promotion (other than making an Eligible Purchase). Associated costs with participating in the promotion remain an Entrant's responsibility and may vary depending on the internet service provider used.
6. **When entry is accepted:** Internet entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
7. **Multiple entries permitted:** An Entrant may submit multiple entries, however each entry must be based on a separate Eligible Purchase and submitted separately. Each entry must independently comply with these Conditions.
8. **Prizes:** The three (3) eligible Entries judged to be the best from all eligible Entries will each win one (1) cash prize of **AUD\$1,000** (each a **Prize**). The total prize pool is AUD\$3,000. Each Prize will be provided to the relevant winner as a pre-paid VISA card payable to the winner. Prizes will only be provided to the relevant winner and are not transferable.

9. **Awarding of Prizes:** A Prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. Prizes will only be awarded where the Unique Code fulfils all of the requirements of the Promoter's verification tests and procedures and the Entrant provides original proof of the relevant Eligible Purchase. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
10. **Notification of winners:** The winners will be notified by phone/email within two (2) business days of the Judging Day (or the re-awarding of any forfeited prize, if relevant) that they have won a Prize and will be provided with details of how their Prize is to be delivered or collected. The winners' names (and names of winners of any re-awarded prize) shall also be published in generally circulating newspapers in each State/Territory of Australia and on the Promotional Website within 14 days of the Judging Day. All reasonable steps to notify the winners of the results of the promotion will be taken by the Promoter. If a Prize is not claimed by the relevant winner or the relevant winner cannot be readily identified to the Promoter's satisfaction within ninety (90) days of the Judging Day, that winner will be taken to have forfeited their Prize, and the judges will select a new winner in respect of the forfeited Prize within seven (7) days at the same time and place as the original judging took place.
11. **Prize taken at winner's risk:** All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the winner. No compensation will be payable if the winner is unable to accept or use any part of the Prize as stated for whatever reason. Any part of the Prize that is not taken for any reason is forfeited. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought.
12. **Verification of Entrant:** Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) the receipt evidencing the Eligible Purchase, appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Entrant in entering the promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid and any Prize awarded to such Entrant shall be forfeited and subject to re-awarding as described in paragraph 10 of these Conditions.
13. **Validity of Entry:** The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process or Promotional Website; (b) submitting an Entry which is not in accordance with these Conditions; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. **Prohibited entries:** The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
15. **Where promotion cannot proceed:** If this promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize to the same value as the original Prize.
16. **Exclusion of liability:** The Promoter and its associated agencies and companies exclude all liability (including for negligence, but excluding any liability that cannot be excluded by law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion

as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prizes; and/or (iv) acceptance and/or use of a Prize.

17. **Intellectual property rights:** An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
18. **Personal information collection statement:** Entrants will need to acknowledge that they have read, understood and consented to the Promoter's Privacy Policy (available on the Promotional Website). The Promoter collects personal information (as defined in the Privacy Act 1988 (Cth)) about an Entrant to include the Entrant in the promotion and, where appropriate, award a Prize and publicise the winner(s) of the promotion. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. The Promoter's Privacy Policy contains further information about how the Promoter handles personal information including information about how an individual may access the personal information about the individual that is held by the Promoter and seek the correction of such information, and how an individual may complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds the Promoter, and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available on the Promoter's website or upon request by contacting the Promoter's Privacy Officer at: [coopers@coopers.com.au](mailto:coopers@coopers.com.au).
19. **Joining the Coopers Club:** If an Entrant participates in the promotion and also chooses to "opt-in" to join the Coopers Club in the manner required on the Promotional Website, the Entrant acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the Entrant with special offers in this way. By entering the promotion and opting-in, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition. The Entrant may later "opt-out" of such communications using the links provided in the communications or by contacting the Promoter at: [coopers@coopers.com.au](mailto:coopers@coopers.com.au)
20. **Entrant consents to use of likeness:** As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
21. **Governing law:** Each Entrant acknowledges and agrees that the promotion and these Conditions are governed by the laws of South Australia, Australia and each Entrant submits to the non-exclusive jurisdiction of the courts of South Australia, Australia and any courts competent to hear appeals from those courts.
22. **Responsible consumption of alcohol:** The Promoter encourages consumers to enjoy alcohol responsibly. The NSW liquor promotion guidelines and intoxication guidelines are available at [www.liquorandgaming.justice.nsw.gov.au](http://www.liquorandgaming.justice.nsw.gov.au). Legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines which states: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces your risk of harm from alcohol-related disease or injury over a lifetime. Drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. A full version of the guidelines is available at: [http://www.nhmrc.gov.au/files\\_nhmrc/file/publications/synopses/ds10-alcohol.pdf](http://www.nhmrc.gov.au/files_nhmrc/file/publications/synopses/ds10-alcohol.pdf). Participation in the promotion is subject to relevant liquor legislation in each applicable Australian State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at [www.alcohol.gov.au](http://www.alcohol.gov.au).