

## Coopers DIY Beer – Customer Survey 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.
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 Draw Date: The promotion starts at 12.01am 28/03/2023 and ends at 11:59pm AEST on 14/04/2023(Promotional Period). All entries received during the Promotional Period which comply with the requirements of these Conditions (Entry or Entries) shall enter to win a prize as described below. The winning Entry will be chosen at random on 24/04/2023 (*Draw Date*). Prizes will be sent within a week of the winner delivery addresses being confirmed. The results will be final.
4. How to enter: To enter the promotion, Entrants must, during the Promotional Period:
  - a. Complete the Coopers DIY Beer Customer Survey via the supplied [link](#) and;
  - b. fill in the entry form, providing name, email and contact number.
5. Costs of entry: There are no additional costs charged by the Promoter to enter the promotion. 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. Prize: One (1) eligible Entry will be chosen at random based on the Entrants meeting the entry criteria and will win a Coopers DIY Beer 35L Dometic Patrol Icebox valued at \$415RRP. The total prize pool is \$415 RRP.
8. Awarding of Prizes: A Prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
9. Notification of winner: The winner will be notified by email within two (2) business days of the Draw Date (or the re-draw date, if relevant) that they have won a Prize and will be provided with details of how their Prize is to be delivered or collected. All reasonable steps to notify the winner 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 two (2) days of the Draw Date, that winner will be taken to have forfeited their Prize, and the promotion will be re-drawn within one (1) day in respect of the forfeited Prize at the same time and place as the original draw.

Winning entry will also be announced on the BrewArt social media pages, noting first name of winner only.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Intellectual property rights: An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.

18. Privacy: 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.

19. Governing law: Each Entrant acknowledges and agrees that the promotion and these Conditions are governed by the laws of Australia and each Entrant submits to the non-exclusive jurisdiction of the court.