

COOPERS DIY BEER COMPETITION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
2. Entry is only open to residents of Australia and New Zealand aged 18 years or older (**Entrants**). The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
3. The promotion starts at 12:01pm (ACDT) on **05/12/2022** and ends at 11:59pm (ACST) on **31/05/2023 (Promotional Period)**. All valid Entries will be judged by a panel of appropriately qualified judges on **15/06/2023** at the Promoter's Head Office, 461 South Road, Regency Park, South Australia 5010, Australia to determine one (1) winner 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 winner will be notified by telephone and in writing (email or mail). All reasonable steps to notify the winner of the results of the judging will be taken by the Promoter. The judges' decision is final and no correspondence will be entered into.
4. To enter the promotion, Entrants must, during the Promotional Period:
 - a. purchase a specially marked Coopers DIY Beer Brew Kit (23L) or Coopers DIY Beer Craft Brew Kit (8.5L) (**Eligible Purchase**) from a participating retail store in Australia or New Zealand or Coopers online store www.diybeer.com/au ;
 - b. find the unique code located under the lid of the brew can or within the tap pouch, which is contained in the Eligible Purchase (**Unique Code**); and
 - c. log onto www.diybeer.com/au/win (**Promotional Website**) 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, suburb, postcode, country, date of birth, what brew kit did you purchase, where did you buy your brew kit from, and the Unique Code. Entrants will also be required to submit an answer to the question in twenty-five (25) words or less: "What is the best thing about brewing your own beer?"
5. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service provider used. Contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid.
6. 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 accepted however each entry must be based on a separate Eligible Purchase and submitted separately. Each entry must be substantially unique and must independently comply with these Conditions of Entry.
8. The eligible entry judged to be the best from all entries received will **win one (1) Prize of \$2,000 AUD pre-paid VISA or Mastercard gift card** (or \$2,000 NZD pre-paid VISA or Mastercard gift card if winner's delivery address is in New Zealand). The winner must provide their full name as listed on ID, with delivery address as prize will be sent via registered mail.
9. Total maximum prize value is up to **AUD\$2,000.00 (NZD \$2,000)**. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST, depending on point of departure (if applicable).

10. The Promoter may award the Prize to the next best judged entry on **22/06/2023** at the same place as the original prize judging if the Prize is unclaimed by that date. All reasonable steps to notify the winner of the results of the judging will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into.
11. The Promoter encourages consumers to enjoy alcohol in moderation. 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: <https://www.nhmrc.gov.au/health-advice/alcohol> Participation in the promotion is subject to relevant liquor legislation in each applicable Australian State or Territory or in New Zealand, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at <https://www.health.gov.au/health-topics/alcohol> (for Australian residents) and the Alcohol Advisory Council of New Zealand information site for alcohol at <https://www.alcohol.org.nz> (for New Zealand residents).
12. 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) 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.
13. 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; (b) submitting an entry which is not in accordance with these Conditions of Entry; 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. 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. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
15. 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.
16. 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 of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
17. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
18. 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 an original prize.
19. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for 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. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims (if applicable).

20. As a condition of entering this promotion, an 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. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award a prize. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at: store@coopers.com.au. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
22. If an Entrant participates in the promotion and also chooses to "opt-in" to join the order 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.
23. Each Entrant acknowledges and agrees that the promotion and these Conditions of Entry 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.
24. **Promoter:** Coopers Brewery Limited, ABN 13 007 871 409, of 461 South Road, Regency Park, South Australia, 5010.