

**COOPERS – RITCHIE’S SUMMER ENTERTAINMENT PACKAGE PROMOTION 2021  
(NSW/VIC)**

**CONDITIONS OF ENTRY**

1. **Introduction:** These conditions of entry (**Conditions**) govern the above promotion run by Coopers Brewery Limited ACN 007 871 409 (**Promoter**) in New South Wales & Victoria. 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. **Promotion and Prizes:** This promotion involves a chance to win one of two (2) Summer Entertainment Packages – consisting of 1 x \$2000.00 Barbeques Galore Voucher, 1 x Branded Coopers Market Umbrella, 1 x YETI Tundra 75 Esky, and 2 x cases of Coopers Pale Ale cans - with a retail value of \$3160.00 each (**Prize**) by submitting an entry which complies with these Conditions via <https://coopers.com.au/summersessions> (**Promotional Website**). The promotion starts at 12:01am (local time in the Relevant Territory) on **10th November 2021** and ends at 11:59pm (local time in the Relevant Territory) on **30th November 2021** (**Promotional Period**). The total retail value of all Prizes is \$6320.00.
3. **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.
4. **How to participate:** If an eligible Entrant wishes to enter the promotion for a chance to win a Prize, the Entrant must, during the Promotional Period:
  - a. spend over \$15.00 on Coopers packaged products (Pale Ale, Sparkling Ale, Pacific Pale Ale, XPA, Mild Ale 3.5%), Coopers Beer 4 x 6pk carton or 375ml Coopers cans, in a single transaction (**Eligible Purchase**) in-store from a participating Ritchie’s retailer in NSW or VIC which displays promotional material advertising this promotion (**Participating Retailer**);
  - b. at the time of making the Eligible Purchase, obtain a receipt evidencing the Eligible Purchase (**Receipt**);
  - c. scan the QR code on the point of sale in-store to access the Promotional Website and then enter the Entrant’s date of birth (must be 18 years or older); and
  - d. fill out and submit the information required by the online entry form on the Promotional Website. This will include information such as the Entrant’s full name, physical address (must be Australian), valid email address, mobile phone number, post code, date of birth. The Entrant must also upload a clear photo of the full Receipt. Contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid. Entrants must retain purchase receipt.
5. **When entry is received:** All entries received during the Promotional Period which comply with the requirements of these Conditions (**Entry** or **Entries**) shall be placed in the draw to win a Prize. Entries are only deemed to be submitted at the time they are successfully received by the Promoter’s system. Entries which are not transmitted in full or are incomplete, inaccurate, ineligible or incomprehensible are invalid. A confirmation email will be sent to the email address entered by the Entrant confirming a successful Entry.
6. **Multiple entries permitted:** An Entrant may submit multiple Entries, however each Entry must be based on a separate Eligible Purchase and submitted separately.
7. **Drawing of winners:** The first eighteen (18) eligible Entries drawn at random from all eligible Entries will win one (1) Prize. A winning Entry will not be returned to the draw or be eligible for further Prizes (ie a single Entry may only win one (1) Prize). Prizes are personal to the relevant winner and are not transferable or exchangeable for cash. The prize winners shall be drawn from eligible Entries by random lot at the Promoter’s Head Office, 461 South Road, Regency Park, South Australia 5010, Australia at 11:00am (Adelaide time) on Friday 10<sup>th</sup> December (**Draw Date**). The results of the draw are final and no correspondence will be entered into.

8. **Validation of winners:** 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 winners:** The winners will be notified in writing by email within two (2) business days of the Draw Date (or the re-draw date in paragraph 10, if applicable) 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 winners of the results of the promotion will be taken by the Promoter.
10. **Unclaimed Prizes:** If a Prize is not claimed by the relevant winner or the relevant winner cannot be readily verified or identified to the Promoter's satisfaction within ninety (90) days of the Draw Date, that winner will be taken to have forfeited their Prize, and the promotion will be re-drawn within seven (7) days in respect of the forfeited Prize at the same time of day and place as the original draw, subject to any directions from a regulatory authority.
11. **Publication of winners' names:** The Promoter will, within seven (7) days of the Draw Date (or the re-draw date under paragraph 10 if applicable), publish each winner's name on the Promotional Website. The winner's details shall remain on the Promotional Website for at least twenty eight (28) days.
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 be ineligible to participate 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 and any Prize awarded to such Entrant shall be forfeited and subject to re-draw as described in paragraph 8 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. **Collection of Prize:** The Promoter will make the Prize available to the winner for collection at the nominated premises of the Participating Retailer. The Prize must be collected at pre-agreed time during the Participating Retailer's ordinary business hours. All Prizes shall be collected within twenty eight (28) days of the date the winner's identity and entitlement to the Prize is verified following the Draw Date (or the re-draw date, for unclaimed Prizes).
15. **Prize taken at winner's risk:** The Prize is, subject to paragraph 18, accepted and used at the winner's risk. No compensation will be payable if the winner is unable to or refuses to accept the Prize at the times stated for whatever reason. Any Prize that is not taken within ninety (90) days of the Draw Date (or re-draw date under paragraph 10, if applicable) for any reason is forfeited any may dealt with as the Promoter sees fit, unless otherwise required by a law or regulatory authority.
16. **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.
17. **Where promotion cannot proceed:** If this promotion is interfered with in any way or otherwise not capable of being conducted in the manner reasonably anticipated by the Promoter due to any reason beyond the reasonable control of the Promoter, such as technical difficulties, cyber attack, unauthorised intervention, fraud or illegality or unavailability of Prizes, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law

and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate. If it is necessary for the Promoter to provide a substitute prize, the Promoter will use reasonable attempts to reach agreement with the winner regarding the substitute prize, which shall be of the same or greater value than the Prize.

18. **Consumer guarantees:** Nothing in these 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 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 or any prize.
19. **Limit on liability:** 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 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 Conditions; (e) any tax liability incurred by a winner or entrant; or (f) acceptance and/or use of a prize.
20. **Consent to using likeness:** 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. **Privacy collection statement:** The Promoter collects and uses each Entrant's personal information (as defined in the Privacy Act 1988 (Cth)) submitted in connection with this promotion for the purposes of:
  - a. administering the promotion (including validating Entries and delivering prizes);
  - b. publishing and promoting the results of this promotion in accordance with these Conditions;
  - c. complying with legal requirements relating to this promotion (such as keeping records and sending results to relevant regulatory authorities, if necessary);
  - d. analysing product sales, customer demographics and related internal business purposes;
  - e. allowing the Promoter to send Entrants direct marketing communications about the Promoter's goods and services (provided that such Entrant has not opted-out of receiving such communications).
22. **Privacy Policy:** The Promoter's Privacy Policy sets out more information about how the Promoter handles personal information, how to access and seek correction of personal information and make a complaint about the Promoter's use of personal information. The Promoter's Privacy Policy is available on the Promotional Website (link in paragraph 2 of these Conditions) or upon request by contacting the Promoter's Privacy Officer at: [coopers@coopers.com.au](mailto:coopers@coopers.com.au).
23. **Disputes:** In the event an Entrant has any concerns or complaints in respect of this promotion, the Entrant may direct that concern or complaint to the Promoter via email to < email >. The Promoter will act reasonably in responding to any concern or complaint and will endeavour to respond within a reasonable time.
24. **Governing law:** Each Entrant acknowledges and agrees that the promotion and these Conditions are governed by the laws of South Australia and each Entrant submits to the non-exclusive jurisdiction of the courts of South Australia and any courts competent to hear appeals from those courts.
25. **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.nsw.gov.au](http://www.liquorandgaming.nsw.gov.au). Legal aged consumers are advised to consider the 'Reducing the risk of alcohol-related harm for adults guideline

published in the National Health & Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol which state: To reduce the risk of harm from alcohol-related disease or injury, healthy men and women should drink no more than 10 standard drinks a week and no more than 4 standard drinks on any one day. A full version of the guidelines are available at: <https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Participation in the promotion is subject to relevant liquor legislation in the Relevant 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).