

## “SAPPORO WIN THIS FISH” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents (excluding Northern Territory residents) and New Zealand residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Venues (defined below) 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 12 August 2024 and close at 11:59pm AEDT on 13 October 2024 (“**Promotional Period**”).
5. For this promotion, a “**Participating Venue**” is any on-premise or off-premise venue (including online stores in Australia, but excluding online stores in New Zealand) that stocks Eligible Products (listed below) and displays advertising material for this promotion during the Promotional Period. For New Zealand residents, purchases made online (including any online shopping orders from an online retailer) are not permitted in this promotion and will not be accepted as a valid entry for the purposes of this promotion. For clarity, purchases made online in Australia will constitute a valid entry for Australian residents.
6. To be eligible to enter, individuals purchase any of the following Sapporo products from a Participating Venue during the Promotional Period:
  - Sapporo Premium
    - 1 x 355mL Bottle (single);
    - 6 x 355mL Bottle (6 pack);
    - 4 x 6 x 355mL Bottle (carton);
    - 1 x 500mL can (single);
    - 4 x 500mL can (4 pack);
    - 6 x 4 x 500mL can (carton);
    - 1 x 650mL can (single);
    - 12 x 650mL can (carton);
    - 380mL draught tankard;
    - 500mL draught tankard
    - 285mL draught glass;
    - 425mL draught glass;
    - 570mL draught glass;
  - Sapporo Premium Black
    - 1 x 650mL can (single);
    - 12 x 650mL can (carton).(each an “**Eligible Product**”).

If the staff member at Participating Venue (both on-premise and off-premise) does not automatically provide the individual with a purchase receipt for their purchase of an Eligible Product, it is the responsibility of the individual to request one.

7. To enter, individuals must then complete the following steps during the Promotional Period:
- (i) visit <https://sapporobeer.com.au/winthisfish> or scan the QR code on promotional materials for the promotion, and follow the prompts to the promotion entry page;
  - (ii) input the requested details;
  - (iii) upload a copy of their purchase receipt; and
  - (iv) submit the fully completed entry form.

8. Upon submitting their entry, entrants will be notified instantly on screen, in writing, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize. ACT residents who are the winner of an instant prize will have their names published on <https://sapporobeer.com.au/winthisfish> on 15 October 2024. All valid entrants will also be entered into the Major Prize draw. All claims for instant win prizes must be received by 11:59pm AEDT on 13 November 2024.

Instant win prizes available to be won:

- 25 x \$250 dining vouchers (in the currency of the winner's country of residence) to be used at select venues, as determined by the Promoter in its absolute discretion.

9. Any ancillary costs associated with redeeming a voucher prize are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction, regardless of the number of Eligible Products purchased in excess of one (1) purchased in the transaction; (b) each entry must be submitted separately and in accordance with entry requirements; (c) a maximum of one (1) entry per person per day is permitted; and (d) a limit of one (1) instant prize per person applies (note that this limit does not apply to SA residents).
11. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the product of purchase, the venue of purchase and that the purchase was made during the Promotional Period but prior to entry.
12. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. Incomplete or indecipherable entries will be deemed invalid.

14. 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.
15. The draw for the Major Prize (defined below) will take place at Immediate Pty Ltd, 111/87 Gladstone Street, South Melbourne VIC 3205 at 10am AEDT on 14 October 2024 in the presence of an independent scrutineer.
16. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
17. The Major Prize winner will be notified by email within two (2) business days of the draw and their name will be published on <https://sapporobeer.com.au/winthisfish> on 15 October 2024.
18. The Promoter's decision is final and no correspondence will be entered into.
19. The first valid entry drawn will win a trip for two (2) adults to Tokyo, Japan valued at up to AU\$17,739.00 depending on the date and point of departure ("**Major Prize**"). Major Prize consists of:
  - Two (2) x return economy airfares from the winner's nearest capital city to Tokyo, Japan;
  - Four (4) nights' twin share (or similar) minimum 4-star rating accommodation with breakfast included;
  - Private return transfers between Tokyo airport and accommodation;
  - Tour for two (2) adults of Toyosu Fish Centre including private return transfers to and from accommodation to fish market. Itinerary as selected/directed by the promoter and will take place on a date confirmed to the winner by the Promoter in advance. The winner may choose a fish from a selection of yellowfin tuna as provided by the Promoter. The selected fish will be prepared and served as part of the dining experience portion of the prize;
  - Dining experience for two (2) at a Tokyo restaurant (as selected by the Promoter in its sole discretion) where a component of the dinner includes a dish incorporating the fish chosen at the Toyosu Fish Centre by the winner (or Promoter as applicable), which will be served in a style at the chef's discretion. Includes dinner and beverages up to the value of AU\$500, and transport via private return transfers to and from accommodation to restaurant. Dining experience will take place on a date confirmed to the winner by the Promoter in advance and may not necessarily take place on the same date as the Toyosu Fish Centre tour;
  - AU\$1,000.00 spending money (provided to the winner only) to be deposited into the winner's nominated Australian or New Zealand bank account (as applicable) via electronic funds transfer (EFT);
  - One (1) x AU\$100 food and beverage voucher to Sapporo Beer Hall in Tokyo; and
  - One (1) x \$300 Uber voucher in the currency of the winner's country of residence (provided to the winner only and to be used to travel to and from the winner's place of residence to the airport of departure).
20. Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point (in addition to that covered by the Uber voucher), additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be confirmed and booked a minimum of three (3) months prior to the date of departure. The Major Prize winner and their companion are responsible for ensuring

that they have valid passports, and any requisite visas, vaccinations and travel documentation. The Major Prize winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The Major Prize winner may be required to present their credit card at time of accommodation check in.

21. Prize must be taken by 1 December 2025 and is subject to booking and flight availability. Prize cannot be taken during Australian or New Zealand school holidays, public holidays or other peak periods.
22. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
23. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
24. A Participating Venue will not offer this promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
27. The Toyosu Fish Centre tour prize component is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The tour departs early morning and should the winner and their guest prefer not to attend the tour or miss the departure for the tour, the tour component will be forfeited and the Promoter will select a fish to be prepared for the dining experience.
28. The Tokyo restaurant dining experience prize component is subject to the event venue terms and conditions, including any applicable age restriction. Should the winner and their guest prefer not to attend the dining experience or miss the departure for the dining experience, the dining experience component will be forfeited and no compensation will be provided.
29. For any day/times where an experience is not organised by the Promoter the winner may determine how they use their free time in their discretion. The cost of any activities they partake in during this free time is at the winner's cost.
30. The Promoter and event organisers hereby expressly reserve the right to eject the Major Prize winner (and/or their companion/s) (either from the tour or dining experience, or any other component of the prize) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

31. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
32. Total prize pool value is up to AU\$23,989.00.
33. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
34. A draw for any prizes that are won but are not claimed may take place on 14 November 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The unclaimed Major Prize winner (if applicable) and any unclaimed instant prize winners that are ACT residents will have their names published on <https://sapporobeer.com.au/winthisfish> on 14 November 2024.
35. 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.
36. 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.
37. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
38. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
39. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
40. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
41. 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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of / taking of the prize.

42. As a condition of accepting the prize, the Major Prize winner and their companion must 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.
43. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://coopers.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
44. The Promoter is Coopers Brewery Limited (ABN 13 007 871 409) of 461 South Road, Regency Park SA 5010, telephone (08) 8440 1800.

**NSW Authority TP/00147. ACT Permit No. TP24/01118. SA Permit No. T24/871**