

**SAPPORO WIN 1 of 15 YETI V SERIES HARD COOLERS PROMOTION 2022 – LMG
(NATIONAL)**

CONDITIONS OF ENTRYs

1. **Introduction:** These conditions of entry (**Conditions**) govern the above promotion run by Coopers Brewery Limited ACN 007 871 409 of 461 South Road, Regency Park, South Australia 5010, telephone 08 8440 1870 (**Promoter**) in Australian Capital Territory, Queensland, New South Wales, Victoria, South Australia & Western Australia. 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 :** The promotion starts at 12:01am (local time in the Relevant State/Territory) on **22nd June 2022** and ends at 11:59pm (local time in the Relevant State/Territory) on **5th July 2022 (Promotional Period)**. The total prize pool value is \$17,999.25.
3. **Prizes:** This promotion involves a chance to win one of fifteen (15) Sapporo YETI V SERIES Hard Coolers with a retail value of \$1,199.95 (**Prize**) by submitting an entry which complies with these Conditions via www.bottlemart.com.au/promotions (for Bottlemart purchases) or www.sipnsave.com.au/promotions (for SipnSave purchases) (**Promotional Website**). The Prizes are personal to the relevant winner and are not transferable or exchangeable for cash, unless otherwise specified. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
4. **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. Immediate family member 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 1st cousin.
5. **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 Sapporo packaged products (for example, 4 x 6pk carton 355ml bottles or 650ml cans) in a single transaction (**Eligible Purchase**) in-store from a participating LMG (Bottlemart/SipnSave) retailer in QLD, NSW, ACT, VIC, SA or WA 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 material instore to access the Promotional Website and then enter the Entrant's date of birth; 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 and valid email address. 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.
6. **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. Any cost associated with accessing the Promotional Websites is the entrant's responsibility and is dependent on the Internet service provider used.
7. **Multiple entries permitted:** An Entrant may submit multiple Entries, subject to the following: (a) each Entry must be based on a separate Eligible Purchase; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a limit of two (2) entries per person per day applies. Only one (1) entry is permitted per Eligible Purchase regardless of the amount spent in excess of \$15.00 on Sapporo products in that purchase.

8. **Drawing of winners:** The first fifteen (15) eligible Entries drawn at random from all eligible Entries will each win one (1) Prize. The draw will take place at the Promoter's Head Office at 461 South Road, Regency Park, South Australia 5010, at 11.00am (Adelaide time) on 13th July 2022 in the presence of an independent scrutineer (**Draw Date**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The results of the draw are final and no correspondence will be entered into. The Promoter will notify winners by email and their names will be published online on the Promotional Websites from Thursday 14th July 2022. The winner's details shall remain on the Promotional Websites for at least twenty eight (28) days.
9. **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. Entrants must retain their original purchase receipts 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.
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 by 7th October 2022, that winner will be taken to have forfeited their Prize, and the promotion will be re-drawn on 12th October 2022 at the same time of day and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by email and their names will be published on the Promotional Websites from 19th October 2022.
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 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 10 of these Conditions. 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.
12. **Validity of Entry:** The Promoter reserves the right, at any time, to verify the validity of any and all Entries and reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has: (a) tampered with the entry process or Promotional Website; (b) submitted an Entry which is not in accordance with these Conditions; or (c) has engaged in any unlawful or other improper misconduct calculated to jeopardise the 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. **Delivery of Prize:** Prizes will be delivered to winners at their nominated postal address. The Promoter may (but is not required to) agree to deliver a Prize to a different address on terms agreed with the relevant winner.
14. **Prize taken at winner's risk:** The Prize is, subject to paragraph 17, 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 re-draw date (under paragraph 10, if applicable) for any reason is forfeited and may be dealt with as the Promoter sees fit, unless otherwise required by a law or regulatory authority.
15. **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.

16. **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 and/or specification than the Prize.
17. **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.
18. **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.
19. **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.
20. **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).
21. **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 3 of these Conditions) or upon request by contacting the Promoter's Privacy Officer at: coopers@coopers.com.au.
22. **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 coopers@coopers.com.au. The Promoter will act reasonably in responding to any concern or complaint and will endeavour to respond within a reasonable time.
23. **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.

24. **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. 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.
25. **Permit Numbers:** Authorised under: ACT Permit No: TP22/00777, SA Licence No: T22/602, NSW Authority No: TP/00147.