

**Monteith's Weber Promotion
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
1. The Promotion is a game of skill, and chance plays no part in determining the winners.
2. Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of Drinkworks, and their associated agencies and companies are not eligible to enter.
3. The competition commences on 01/09/19 at 0800 AEDT and concludes on 31/01/20 at 23:59 AEDT.
4. To enter, participants must either:

Purchase a Monteith's Beer 6 pack or Monteith's Cider 4 pack at participating retail outlets, complete the entry form and place in the entry box provided in the outlet of purchase.

OR

Purchase a Monteith's Beer or Cider at participating bars, complete the entry form and place in the entry box provided in the outlet of purchase.

Game of Skill Question: In 25 words or less, tell us which is your favourite Monteith's product and why.

Illegible, incomprehensible and incomplete entries will be deemed invalid.

5. Entrants in the competition may enter as many times as they like but each entry must be accompanied by a separate purchase of a Monteith's product in line with clause 4. Only one prize per person is permitted.
6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
7. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
8. Entries must be received by 31/01/2020 23:59 AEDT. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter.

9. There are two hundred and ninety-five (295) Weber Jumbo Joe BBQ's (47cm portable BBQ) to be won nationally, valued at \$169 RRP per unit. One Weber Jumbo Joe BBQ has been allocated each to each participating outlet. There will be one (1) winner per outlet.
1. Winners will be judged from all entries received throughout the promotional period and one winner per participating outlet (295 winners in total) will be selected by a judging panel at each individual outlet by 12pm on 5/02/2020 ("Prize Determination Date"). The winners will be the entrants who, in the sole opinion of the judges, have submitted the most creative and original answers to the Game of Skill Question. Prize Winners will be notified by telephone within 3 days of the Prize Determination Date. Winners will need to collect their prize being the Weber Jumbo Joe from the outlet where they entered the promotion. The Promoter will not fund the cost of freight of the BBQ to the winner(s) home or work address. Winners must contact the outlet to arrange collection at a mutually agreeable time.
2. Unless expressly stated in these terms and conditions, all other expenses (including the cost of coal) are the responsibility of the winners.
3. Total prize pool value is up to \$49,855 (including GST).
4. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
5. **FOR ALCOHOL PRIZES:** Legal aged consumers should be advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at:

<http://www.alcohol.gov.au/>
6. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
7. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
8. By accepting the prize, winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, for use in future promotional purposes.
9. In consideration for the Promoter awarding the prize to winners, winners hereby assign to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winners' participation in any aspect of the prize ("Works"). The winners acknowledge that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winners will not be entitled to any fee for such use.
10. In consideration for the Promoter awarding the prize to the winners, winners hereby permit the winners' image and/or voice, as recorded, photographed or filmed during the winners' participation in the prize to appear in connection with editorial or the advertising or marketing thereof, in any media whatsoever throughout the world and the winners will not be entitled to any fee for such use.
11. In the event that for any reason whatsoever a winner does not take the prize or an element of the prize at the time stipulated by the Promoter then the prize / that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize or element of the

prize.

12. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
13. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or 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. The judges' decision is final and the Promoter will not enter into correspondence regarding the competition result.
15. Prizes will be awarded to the person named in the entry.
16. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
17. All reasonable attempts will be made to contact the winners. If a prize winner is disqualified, or if a prize remains unclaimed by a winner or unallocated or forfeited for any reason by 10am 10/08/2018, the prize(s) will be re-allocated to the entrant(s) that submitted the next best entry that meets the judging criteria at the participating outlet ("Unclaimed Prize Determination"). The Unclaimed Prize Determination will take place at Drinkworks at 45 Jones St, Ultimo 2007 at 12.30pm on 05/02/2020. The winner(s) of the Unclaimed Prize Determination will be notified by telephone and in writing within 1 day of the Unclaimed Prize Determination.
18. If a winner (for whatever reason) is unable to accept the prize at the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu.
19. It is a condition of accepting the prize that winners must comply with all the conditions of use of the prize and the Promoter's requirements and that winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the times and dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.

The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information caused by any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

21. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of

entries, and reserves the right to take any action that may be available.

22. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
23. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion.
24. Entrants consent to Drinkworks to collect the Entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winners and prize fulfilment). The entrant's personal information may be disclosed to third party service providers for this purpose. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation (if applicable). For purposes of public statements and advertisements the Promoter will only publish the winners' surnames, forename initials and state. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.
25. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to the Promoter's Privacy Policy which contains information, amongst other things, about how you may access personal information that is held by the Promoter about you and seek correction of such information. See <http://www.drinkworks.com.au/promotions/> to view the Promoter's Privacy Policy in full. The Promoter's Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how the Promoter will deal with such complaints. We may disclose the Entrant's personal information to related entities and third party service providers outside Australia as outlined in our Privacy Policy. Refer to <http://www.drinkworks.com.au> for a copy of the policy
26. The Promoter is Drinkworks ABN 790 1069 3713 of 45 Jones St, Ultimo, Sydney 2007