BrewFlo Review and Win - BrewArt

Terms and Conditions

- 1. The promoter is Coopers Brewery Limited of 461 South Road, Regency Park SA 5010, Australia (ACN 100 818 700) ("**Promoter**").
- 2. By participating in this Competition, the participants accept these Terms and Conditions which includes the Promoter's <u>Terms of Website Use</u> and acknowledge the <u>Privacy Policy</u>. Any violation of these Terms and Conditions may result in disqualification. In the case of conflict between these Terms and Conditions and any other materials arising from or in connection with this Competition, these Terms and Conditions shall prevail.
- 3. The BrewFlo Review and Win Competition commences at 10:00am Australian Eastern Daylight Time (AEST) on 17 July 2023, and ends at 11:59pm AEST on 31 July 2023 ("Promotion Period").

How to Enter – Australia

- 4. To enter, an eligible participant must:
 - a. be an Australian resident aged 18 years or above
 - b. have successfully purchased the BrewFlo (sku: 641A) online from the BrewArt Website at https://brewart.com/au/
 - c. complete the product review on the BrewArt Website by submitting a valid rating/review about the goods; and
 - d. fill in the eligible participants' details including name and e-mail address.
- 5. An eligible participant may only enter this Competition once by submitting a single review for the BrewFlo (sku: 641A).
- 6. The Promoter reserves the right to (a) verify the validity of entries and participants; (b) disqualify any participant whose entry is not in accordance with these Terms and Conditions, or who otherwise committed misconduct or fraud. The Promotor's decision is final and no communication will be made for such decision or related process.
- Employees and contractors (and their immediate family members) of Coopers Brewery Limited, and its related companies, subsidiaries and all agencies associated with this Competition are ineligible to enter.

How to Enter - United States

- 8. To enter, an eligible participant must:
 - a. be an American resident aged 21 years or above
 - b. have successfully purchased the BrewFlo (sku: 641A) online from the BrewArt Website at https://brewart.com/us/
 - c. complete the product review on the BrewArt Website (https://brewart.com/us/) by submitting a valid rating/review about the goods; and
 - d. fill in the eligible participants' details including name and e-mail address.
- 9. An eligible participant may only enter this Competition once by submitting a single review for the BrewFlo (sku: 641A).
- 10. The Promoter reserves the right to (a) verify the validity of entries and participants; (b) disqualify any participant whose entry is not in accordance with these Terms and Conditions,

- or who otherwise committed misconduct or fraud. The Promotor's decision is final and no communication will be made for such decision or related process.
- 11. Employees and contractors (and their immediate family members) of Coopers Brewery Limited, and its related companies, subsidiaries and all agencies associated with this Competition are ineligible to enter.

Prize & Determination

- 12. There shall be two (2) winners Each winner will receive a \$100 BrewArt e-GIFT Card.
- 13. This Competition is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged by a judging panel at the Promoter's office on 4 August 2023 ("Judging Date"), based upon individual:
 - a. skill such as sufficient details/specifications of the product that the participant liked or didn't like, or sufficient information to other customers to aid in their purchase decision and assist with product education;
 - b. talent such as any product suggestions;
 - c. creativity such as writing style; and/or
 - d. imagination such as how the participant may share the end product.
- 14. All entries must be an independent and genuine creation by the participants. Both positive and negative reviews will be considered. Entries must not have been published previously and/or have been used to win prizes in any other competitions whether with us or otherwise.
- 15. The winners will be notified by email within 7 days after the Judging Date. The prize will be delivered to the nominated email address of the winner.

General

- 16. Participants shall be responsible for the entry and entry content ("**Review**") which they submit. The Promoter shall not be liable in any way for such Review to the extent permitted by law. Participants warrant and agree that (a) they will obtain prior written consent from any person who has jointly created or has any rights in the Review to the uses and terms provided in these Terms and Conditions; and (b) they will comply with all relevant laws.
- 17. All entries and Reviews become the properties of the Promoter (including any intellectual property rights). Participants further consent to the Promoter using the participant's name and Review in any media perpetually without remuneration for the purposes of delivering and promoting this Competition. Participants further consent to the Promotor disclosing the participant's personal information and Review collected to any government authority (if required by law).
- 18. If, for any reason, this Competition cannot be proceeded as a result of improper interfering, fraud, technical difficulties or other cause beyond the reasonable control of the Promoter, to the extent permitted by law the Promoter reserves the right: (a) to disqualify any participant who improperly interferes with the entry process; and/or (b) to cancel, terminate, modify or suspend this Competition.

- 19. To the extent permitted by law, the Promoter makes no warranties, representations or guarantees, express or implied, in fact or in law, as regards this Competition.
- 20. The Promoter does not exclude any rights or remedies in respect of goods/services which cannot be excluded, restricted or otherwise modified by law including any consumer guarantee under Australian Consumer Law (please see the Promotor's refund and return policy).
- 21. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect, consequential or special loss) or for personal injury which is suffered or sustained, in connection with or arising from this Competition. Examples include but not limited to (a) any entry or prize claim that is incorrect, invalid, disqualified, cancelled, late, delayed, lost, altered, damaged or otherwise interrupted (whether before or after their receipt by the Promoter); (b) any technical issues (whether or not under the Promoter's control), unauthorised access or improper interference; (c) winner's tax liability arising from or in connection with this Competition; or (d) use of a prize by the winner, except if such liability cannot be excluded by laws.
- 22. Without limiting any other terms herein and to the extent permitted by law, the participant indemnifies the Promoter for any breach of the above terms, conditions or warranties.
- 23. The Promotor's failure to enforce any of its rights at any stage does not constitute a waiver of the same.
- 24. Any costs associated with submitting the Review, accessing the BrewArt website is the participant's sole responsibility and is dependent on the Internet service provider used.
- 25. This Competition and these Terms and Conditions shall be governed by the laws of South Australia, Australia.
- 26. If you have any questions regarding this Competition, the Promoter may be contacted by email at info@brewart.com or by telephone on 1300 240 242.