

**COOPERS AUSTRALIAN OPEN x LEFT BANK PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 aged 18 years.
3. Employees (and their immediate families) of the Promoter, the Venue (as 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 1st cousin.
4. Promotion commences on 14/01/2019 and ends at 4pm AEDST on 23/01/2019 ("**Promotional Period**"). This promotion will only be conducted at Left Bank, 1 Southbank Blvd, Southbank VIC 3006 (the "**Venue**").
5. To be eligible to enter, individuals must purchase any Coopers product from the Venue during the Promotional Period. Upon making their qualifying purchase, individuals will be handed an official entry form by a member of staff.
6. To enter, individuals must then complete the entry form in full and place the fully completed entry form into the entry boxes provided in the Venue.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement (i.e. one (1) entry per eligible Coopers product purchased); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of two (2) entries per person per day is permitted.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, purchase, age and place of residence) and 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. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. 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.
11. The draw will take place at 6.00pm AEDST on 23/01/2019 at the Venue. The Promoter may draw additional reserve entries and record them in the order they are drawn in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing and published on [www.leftbankmelbourne.com.au/](http://www.leftbankmelbourne.com.au/) from 25/01/2019.
12. The Promoter's decision is final and no correspondence will be entered into.

13. The first valid entry drawn will win the following prize for two (2) adults valued at \$1,736:

- (a) Two (2) tickets the Australian Open Women's Singles Final on 26/01/19 (the "Event");
- (b) Dinner for two (2) at Laneway (located in the Australian Open precinct) on 26/01/19; and
- (c) 1 x twin share room at the InterContinental Melbourne, 495 Collins St, Melbourne VIC 3000 for 26/01/19.

14. Prize must be taken to coincide with the Event on 26/01/19. No variation of the date nominated by the Promoter is permitted. All components of the prize must be taken together and when offered or are forfeited. The Promoter accepts no responsibility for the rescheduling, change or delay of the Event for any reason beyond the control of the Promoter.

15. Prize does not include travel and/or transport to and from the Event. For the avoidance of doubt, the winners and his/her companion must make their own way (at their own cost and responsibility) to and from the Event.

16. All additional costs not expressly stated, but which may be incurred in acceptance and participation in the prize, are the responsibility of the winner and his/her companion.

17. All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2019 (which can be found online at [www.tennis.com.au/doc/ao-ticket-conditions-of-sale-and-entry](http://www.tennis.com.au/doc/ao-ticket-conditions-of-sale-and-entry)). All Australian Open hospitality products, including dining and/or private space elements, are provided subject to the Australian Open Hospitality Conditions 2019 (which can be found online at [www.tennis.com.au/doc/ao-hospitality-conditions](http://www.tennis.com.au/doc/ao-hospitality-conditions)). The winner and his/her companion consent to Tennis Australia Limited using (their/their child's) personal information and photographing/recording (their/their child's) image while (they/he or she is) participating in the any activity or event run or organised by Tennis Australia which constitutes part of the Prize. The winner and his/her companion agree that any such photographs, electronic images, sound recording or video footage may be used by Tennis Australia in resources and reports, or promotional, advertising or marketing materials, without any further notice or payment to the winner and/or his/her companion.

18. The winner and his/her companion must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of the prize and participation in the prize is subject to any prevailing terms and conditions of event organisers and any other prize suppliers, and in particular behaviour and safety requirements. The winner and/or his/her companion must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions relation to responsible consumption of alcohol, age, health, behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of the Event, to disqualify, sanction and/or remove the winner and/or his/her companion from the event, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Terms and Conditions generally. If the winner and/or his/her companion fail to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.

19. The Promoter reserves the right to film, record and take photographs of the winner and his/her companion at any other time while they are participating in the prize. The Promoter further reserves the right to use the recordings, videos and photographs in any of its promotional material and campaigns, including but not limited to commercials for Coopers, for an unlimited period without remuneration.

20. As a condition of accepting the prize, the winner (and his/her companion): (a) will be required to participate in any and all reasonable advertising, marketing, promotional and/or publicity activities organised by the Promoter, within a twelve (12) month period of taking/accepting the prize, and acknowledge that no further payment will be made to the winner in respect of those activities; and (b) consents to the Promoter using their name, likeness, image and/or voice (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. If for any reason the winner does not take/redeem the 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.

22. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify the prize, subject to any written directions from a relevant regulatory authority.

23. The Promoter encourages consumers to enjoy alcohol 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).

24. Total prize pool value is \$1,736. Prize, or any unused portion of the prize, is not transferrable, or exchangeable and cannot be taken as cash.

25. 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.

26. Any costs associated with accessing the promotional website are the entrant's responsibility and are dependent on the internet service provider used. Any contact details entered incorrectly shall invalidate the entry. The Promoter is not responsible for receipt of incomplete, damaged or incomprehensible entries. All such inaccurate entries will be deemed invalid. No responsibility is accepted for late, lost or misdirected entries. Any entry that does not comply with these Terms and Conditions will be invalid.

27. 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. If the Promoter (or any of its suppliers) considers, in its absolute discretion, that there has been excessive use/manipulation of the entry process by an entrant, the Promoter (or any of its suppliers) may exclude that entrant from participation in the promotion.

28. 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 ("**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.

29. 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 or any associated activity, is cancelled for any reason beyond the reasonable control of the Promoter; (e) if the Event is delayed, postponed or cancelled for any reason beyond the control of the Promoter; (f) any tax liability incurred by a winner or entrant; and (g) use and/or taking of the prize.

30. 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 [www.coopers.com.au](http://www.coopers.com.au). 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 will not disclose entrant's PI to any entity outside of Australia.

31. As a condition of accepting the prize, the winner (and his/her 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.

32. The Promoter is Premium Beverages Pty Ltd (ABN 71 100 818 700) of 2/11 Sabre Drive, Port Melbourne, VIC 3207, telephone (03) 9245 1900.