

Terms and Conditions – ‘WIN Beer for a Year’ Bad Shepherd GABS Competition

THE PROMOTION

Enter between 11:00 AM AEST on 19th May 2023 and 11:59 PM AEST on 21st May 2023 to win a case (24 x 355mL/375mL cans) of Bad Shepherd beer every month for 12 months, up to the value of \$1,080.00 AUD RRP.

TERMS AND CONDITIONS

1. The Promotion runs between 11:00AM AEST on 19th May 2023 and 11:59 PM AEST on 21st May 2023 (Promotion Period). Entries received by the Promoter after the end of the Promotion Period shall not be eligible to take part in the Promotion.
2. Bad Shepherd Brewing Co (ABN 46 600 746 192) also referred to as “Bad Shepherd”, reserve the right to cancel, terminate, modify, or withdraw the Promotion at any time.
3. This is a game of chance.

HOW TO ENTER

4. Entrants must, during the Promotion Period:
 - a. Buy a Bad Shepherd beer and hoagie sandwich at the Bad Shepherd stall during GABS Melbourne 2023.
 - b. Share a photo on Instagram or Facebook and tag [@badshepherdbrewingco](https://www.instagram.com/badshepherdbrewingco).
6. A winner will be selected at random by the Promoter.
7. The winner will be selected by no later than 5:00 PM AEST on Friday 9th June 2023. The winner will be notified via the social media account which they used to enter.
8. The winner must claim the prize by 5:00PM AEST on Friday, 16th June 2023 or forfeit the prize. In the event that the winner does not claim the prize or forfeits the prize by this date, or where the Promoter is unable to contact the winner by this date, the prize will be awarded to another randomly selected entrant. The new winner will be notified via the social media account which they used to enter.
9. By entering this Promotion the entrant consents to any information they submit being published on any Bad Shepherd online properties (including Bad Shepherd website, email campaigns, social media).
10. The Promoter may copy and edit an entrant's entry and may use (or allow others to use) their name and entry (or an edited version of it) and any rights in relation to their entry, to publicise this Promotion or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable and entitle the Promoter to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the entrant's entry and any accompanying materials for such purposes. For example, the Promoter may publish all or any part of an entrant's entry or any amended version of it. The Promoter may also decide not to publish an entry or to cease publication of an entry. By submitting your promotion entry and any accompanying material, you hereby agree to:
 - a. assign to the Promoter all your intellectual property rights that subsist therein with full title guarantee; and

b. waive all moral rights, in and to your promotion entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the relevant legislation in your country from time to time in force anywhere in the world.

11. Entries must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example they must not include language the Promoter deems offensive).

PRIZE

12. There is one (1) prize available. The prize is a 4 Pack of Bad Shepherd beer, which will be determined by Bad Shepherd Brewing Co Pty Ltd, every week for 12 months (52 weeks), up to the value of \$1,144.00 RRP AUD in total.

13. The Promoter is not responsible for any dispute between the winner and any person with whom they choose to, or choose not to, share the prize.

14. The Prize cannot be on sold, exchanged or redeemed for cash. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable goods and services tax. The Promoter is not responsible for any change in prize value. The winner agrees that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item in its absolute discretion.

15. Entrants must not:

- a. tamper with the entry process;
- b. engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
- c. act in a disruptive, annoying, threatening, abusive or harassing manner;
- d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
- e. breach any law; or
- f. behave in a way that is otherwise inappropriate.

ELIGIBILITY

16. Entry into the Promotion is available only to persons who are:

- a. residents of Victoria, Australia; and
- b. aged over the age of 18;

17. Employees of the Promoter (and their immediate families) and its subsidiaries and related companies and any agencies associated with this Promotion are not eligible to enter.

18. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

19. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or detrimental to any person or business in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any

person, corporation or entity, will be considered ineligible and will be removed from the Promoter's page.

20. Entrants can only enter in their own name.

21. The Promoter reserves the right to require the entrant to produce (within the requested time) appropriate identification to the Promoter's satisfaction at its sole discretion in order to confirm the entrant's identity or eligibility to enter and claim the Prize (including proof of residency status, age and employment), and any information submitted by the entrant in connection with entering the Promotion, before issuing the prize.

22. If any information required by the Promoter is not received by the Promoter (or its nominated agent) within the time period specified or an entrant or entry has not been verified or validated to the Promoter's satisfaction then the entry of that entrant will be ineligible and deemed invalid.

23. If an entrant or their entry is deemed by the Promoter to breach these Terms and Conditions including if they are unable to take the prize as specified, their entry may be discarded. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

LIABILITY

24. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

25. The Promoter is not responsible for any tax implications arising from the winner winning a prize. The winner should seek independent financial advice. If for any applicable goods and services tax purposes this Promotion results in any supply being made for non-monetary consideration, the winner must follow the relevant Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal applicable goods and services tax inclusive market values.

26. Bad Shepherd and any other person or party associated with this Promotion are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, fax equipment, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to an entrant's or any other person's fax equipment, mobile handset, computer or peripherals related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.

27. Bad Shepherd and any other person or party associated with this Promotion shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the Promotion or taking any prize or using any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

28. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this Promotion are not liable for any loss of, damage to or delay in delivery of the prize.

29. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Each entrant unconditionally and irrevocably releases and discharges Facebook and Instagram from any and all liability in connection with the Promotion.

OTHER

30. By submitting an entry form and entering into the Promotion, the entrant:

- a. warrants that all information is true and correct. Incomplete, ineligible or incomprehensible entries will be deemed invalid;
- b. acknowledges that Bad Shepherd is collecting the entrant's personal information, and such information will be handled in accordance with Bad Shepherd's privacy policy.
- c. agrees to participate in all promotional, public or marketing activity requested by the Promoter in connection with the Promotion and delivery of the prize, including use of the prize and the winner's image (including photograph or recording) for broadcast or publication in any medium, for an unlimited period of time without any notification, remuneration or compensation; and
- d. is deemed to accept and agree to be bound by these terms and conditions.

31. The Promoter collects personal information about entrants in order to conduct the Promotion and administer the prize. If the personal information requested is not provided, a person may not be able to participate. The Promoter may also use entrants' personal information to help improve its goods and services. The Promoter may share entrants' personal information with the Promoter's related companies, agents and contractors. The Promoter and its related companies may contact entrants with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). Entrants' personal information may be disclosed to recipients in countries such as Australia. The Promoter's Privacy Policy states:

- a. how a person can seek access to the personal information the Promoter holds and seek the correction of such information; and
- b. how a person can complain about a breach of privacy and how the Promoter will deal with such a complaint.

32. The terms and conditions of the Promotion are governed by and construed in accordance with the laws of Australia and the parties agree to submit to the exclusive jurisdiction of the Courts of Australia.