

## Competition terms and conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. To be eligible to win entrants must first like our Facebook page, <http://www.facebook.com/DAquinoLiquorStores> and follow online entry details.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Fernbrew Pty Limited 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 first cousin.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Incomplete, indecipherable or illegible entries will be deemed invalid.
6. The Promotion commences 3:30pm Thursday 18/01/2018 and ends Monday 22/01/2018 at 9:00am ("Promotional Period"). Only one entry permitted per person throughout the Promotional Period. All entry likes/shares must be received by no later than 9:00am on Monday 22/01/2018. Entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the entrant.
7. This is a game of chance and skill plays no part in determining the winner. The winner will be selected by our computer generated selector with that decision being final and no correspondence will be entered into.
8. The prize is a Tooheys Gift Pack valued at \$29.99. Total prize pool \$29.99.
9. The prize winner will be notified by Facebook and their name together with the winning entry will be published on our Facebook page
10. If any prize is unavailable or otherwise unable to be supplied, 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.
11. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
12. By submitting an entry, entrants consent to the Promoter using the entrant's winning entry (either in full or in part), name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording including to reproduce or publish such material in any medium) for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
13. 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, 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.

14. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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; (e) any tax liability incurred by a winner or entrant; or (f) redemption or use of a prize.

15. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information.

16. By entering the competition entrants are deemed to have accepted these terms and conditions and to have expressly consented to the use of their personal information for the purpose of the Privacy Act, Spam Act and other related privacy legislation. Entrant's acknowledge and agree that the Promoter may, for an indefinite period, unless otherwise advised by the entrant, use such personal information for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Personal information will only be used in accordance with the Promoter's privacy policy. The Promoter will also endeavour to provide the entrant with an option to opt out of receipt of such communications every time the Promoter contacts them. Entrants should direct any request to access, update or correct information to the Promoter.

17. All entries become the property of the Promoter FERNBREW PTY LIMITED 129 Bathurst Road PO 8219 Orange NSW 2800 Australia or email: [enquiries@daquinogroup.com.au](mailto:enquiries@daquinogroup.com.au)

18. Prize must be picked up from one of our 5 stores or Warehouse located Bathurst NSW 2795, Orange NSW 2800 and Wellington 2820.

19. The Promoter is FERNBREW PTY LIMITED, ABN 61 054 142 853, PO BOX 8219. Tel: 02 6362 7381. Email: [enquiries@daquinogroup.com.au](mailto:enquiries@daquinogroup.com.au). NSW Permit Number LTPM/17/01622.

20. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php)

21. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the promoter and not to Facebook.