

“PERFECT PAIRING” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 (“**Promoter**”).
3. The sponsor is Lion Nathan Pty Limited (ABN 34 093 160 448) of Level 7, 68 York St, Sydney NSW 2000 (“**Sponsor**”).
4. Entry is only open to Australian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter, the Sponsor, 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.
6. Promotion commences on 23 March 2015 and ends at 11.59pm AEDST on 22 December 2015 (“**Promotional Period**”). Entries for each “**Monthly Period**” of the promotion open on the 23rd day of a calendar month and close at 11.59pm AEST/AEDST (as applicable in NSW) on the 22nd day of the subsequent calendar month, during the Promotional Period. E.g. entries for the first Monthly Period open on 23 March 2015 and close at 11.59pm AEST on 22 April 2015.
7. To enter, individuals must visit www.perfectpairing.com.au, follow the prompts to the promotion entry page, input the requested details including their first name, last name, valid email address, mobile phone number, their residential address, date of birth and an answer to the question “What is your perfect beer and meal accompaniment and why?” in 25 words or less, and submit the fully completed entry form during the Promotional Period.
8. 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 reserves the right, in its sole discretion, 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. Errors and omissions may be accepted at the Promoter’s discretion. 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. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
11. 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.
12. The judging will take place at Yahoo!7!, Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
13. The winners will be notified by telephone and email.

14. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The best valid entry, as determined by the judges, from entries received in each Monthly Period of the promotion will win a \$150 Coles Group & Myer Gift Card ("**Monthly Prize**"). There will be a total of nine (9) Monthly Prizes awarded for this promotion (one (1) prize per Monthly Period). For the sake of clarity, only entries received during a specific Monthly Period will be judged in considering the winner for that Monthly Period. Prizes will be delivered to the residential address specified by the winner at the time of entry. Conditions applicable to the gift card may be found at <http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>.
17. The best valid entry, from all entries received throughout the Promotional Period, as determined by the judges, will win:
 - a dinner for the winner and three (3) adults to the value of \$1,000. This element of the prize will be issued as a \$1,000 gift certificate, voucher or gift card ("**Dinning Voucher**") to a licensed restaurant venue in the winner's local area. Further conditions applicable to this element of the prize are outlined below; and
 - \$250 for the winner only, to be paid into an account in the winner's name by cheque or EFT (as determined by the Promoter) for the express purpose of taxis/transport to/from the dinner, ("**Major Prize**").
18. The Major Prize winner must finalise the prize booking within twelve (12) months of being notified as a winner. The conditions applicable to the dinning experience, including validity of the Dinning Voucher, will vary depending on the selected restaurant. The licensed restaurant for the dinner experience will be chosen by the Promoter in consultation with the winner. However, if an agreement cannot be reached about a suitable venue then the Promoter will make the final decision regarding the restaurant venue. No compensation or alternative arrangements can be made should the prize winner lose their Dinning Voucher. Any additional charges incurred at the restaurant during the prize experience (over the voucher value) will not be the responsibility of the Promoter, and must be settled by the winner directly with the restaurant before leaving the venue.
19. Any ancillary costs associated with redeeming a gift card/Dinning Voucher are not included. Any unused balance of a gift card/Dinning Voucher will not be awarded as cash. Redemption of a gift card/Dinning Voucher is subject to any terms and conditions of the issuer including those specified on the gift card/Dinning Voucher.
20. As a condition of accepting a prize, each winner 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. The required legal documentation must be completed and sent back to and received the Promoter within six (6) weeks from being notified as a winner. Failure to provide the requested legal documentation within the time specified by the Promoter will (at the Promoter's discretion), result in the winner forfeiting their right to the prize. The Promoter may in its discretion then award their prize to the next valid reserve winner.
21. By accepting a prize, each winner agrees that they will not sell or otherwise provide their story and/or photographs in relation to them winning or participating in this promotion to any media or other organisation.
22. If for any reason a winner does not take or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

23. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
24. Total prize pool value is \$2,600.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
26. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

27. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
28. Entrants consent to the Promoter and Sponsor using their name, likeness, image and/or voice in the event they are a winner (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/services manufactured, distributed and/or supplied by the Promoter and/or Sponsor.
29. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
30. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. 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.

31. 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 State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) exclude 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.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or Sponsor'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 or Sponsor; (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) taking/use of and/or participation in a prize.
33. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.