

TWO BIRDS BREWING DON'T FALL. FLY. COMPETITION GAME OF SKILL PRIZE – TERMS AND CONDITIONS

As at 17 December 2018

1. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
2. Employees of the promoter and agencies associated with this promotion (Two Birds Brewing) are ineligible to enter the competition, as are their immediate families.
3. To enter, entrants must list their favourite swimming place and why in 25 words or less. The judge of the entries can select the best entry based on creative writing talent or unique submission not copied or replicated by others.
4. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision will be final and no correspondence will be entered into.
5. All entries become and remain the property of the promoter and agencies associated with this promotion (Two Birds Brewing).
6. Winners of the competition must be 18 years old and over and residents of Australia.
7. The promoter reserves the right to withdraw or amend the competition as necessary due to circumstances outside its control.
8. The prize is non-transferable and non-redeemable for cash. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. Prize cannot be exchanged for another. In the event that, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
9. The promoter reserves the right to substitute any component of the prize for an item of equal value at their discretion.
10. On announcement of the prize winner, the winner acknowledges the Terms and Conditions and provides proof of age and address to accept the prize.
11. The principal prize includes 12 x 24 Two Birds Brewing Passion Victim cans, delivered direct to your door at one time. The full value of this prize is \$1,020.00 plus freight delivery charges.

12. The supporting runner-up prizes include 2 x Two Birds Brewing Brewery Experiences valued at \$160.00 and 2 x Two Birds Brewing Merchandise of the winner's choice valued up to \$100.00 plus postage. The Brewing Experience includes a tour of the Two Birds Brewing brewery, take home beer and merchandise pack.

13. The promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with the prize, except for any liability which cannot be excluded by laws.

14. Promotion commences 27 December 2018. Entries close 5pm 15 February 2019.

15. The prize draws will take place at 2pm, 1 March 2019 and notifications will be issued to the three prize winners and published publicly through Two Birds Brewing's social media and digital newsletters.

16. By entering the competition, all entrants will be deemed to have accepted and agreed to be bound by these rules.

17. The Promoter is Two Birds Brewing Pty Ltd, ABN: 49 150 786 351. Liquor Licence 32806363. info@twobirdsbrewing.com.au

18. The information you are asked to provide to Two Birds Brewing is personal information and is protected by the Privacy Act 1988. Two Birds Brewing will not disclose this information to other parties other than in accordance with the Privacy Act 1988.

19. All entries become the property of the promoter Two Birds Brewing. The promoter may use the entrant's names and entries for any commercial purpose, including future promotional marketing and publicity purposes.

20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

21. In the event that for any reason whatsoever a winner does not accept the prize at the time stipulated by Two Birds Brewing then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

22. The winner will be notified in writing by email or telephone within thirty (30) working days of the conclusion of the competition.

23. If Two Birds Brewing is unable to contact the winner within 30 days of the draw and the Two Birds Brewing has made every effort to contact them with the information provided by the entrant then Two Birds Brewing will award the prize to another valid entrant.

24. All entrants who choose to 'opt-in' consent to have their contact details (title, first name, surname, email, mobile or landline phone number, mailing address and post-code only), will not be shared with any other entity unless permission is granted by each entrant.

25. Two Birds Brewing advises consumers to drink responsibly and does not recommend swimming after consuming alcohol. Swimming and drinking can be dangerous.