

“SYDNEY BEER CO SUMMER PRICE INDEX” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Sydney Beer Co. Pty Ltd of Suite 3, Level 3, 144 Marsden Street Parramatta 2150 ABN 73 613 413 013.
3. Claims are only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating venues and agencies associated with this promotion are ineligible to claim. 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.
5. Promotion commences on 19/12/18. Claims close 11:59pm AEDST on 17/03/19 (“**Promotional Period**”).
6. To claim individuals must, during the Promotional Period, visit www.sbcssummerpriceindex.com follow the prompts to the promotion claim page, and complete the following steps:
 - confirm they are over 18 years of age;
 - opt in to hear from the Promoter by inputting the requested details including a valid email address OR mobile phone number;
 - lock in the displayed discount in accordance with clause 7 below; and
 - nominate a two (2) hour block of time on the date of the claim in which to redeem the reward.

Individuals will be notified on screen immediately if their claim has been successful and will receive a discount confirmation via email or mobile download.

7. Every valid claim received will be awarded a discount voucher redeemable within the two hour time frame selected by the individual at the time of making their claim on one (1) Sydney Beer Co. beverage at a Participating Venue (as defined below). The discount voucher value offered at the time of the claim will be dependent on the officially recorded temperature (degrees Celsius) in the Sydney NSW 2000 postcode area as reported by the Bureau of Meteorology, and outlined below:
 - 0°C – 29°C = 0%
 - 30°C – 34°C = 20%

- 35°C – 39°C = 30%
- 40°C – 44°C = 40%
- 45°C + = 49%

For the avoidance of doubt, the maximum discount voucher available is 49%.

8. Rewards are redeemable at the following Sydney Collective Venues (each a **“Participating Venue”**):
 - Watsons Bay Hotel;
 - Daniel San;
 - The Imperial;
 - Northies Cronulla Hotel; and
 - Park House Food & Liquor.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim 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.
10. Incomplete claims will be deemed invalid.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. Redemption of a reward is subject to the Participating Venue’s liquor serving policy. The Promoter advocates the responsible service and consumption of alcohol. 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.
14. If for any reason a claimant does not redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
15. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
16. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.

17. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. 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.
20. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
21. 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.sbcssummerpriceindex.com. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. The Promoter will not disclose claimant's personal information to any entity outside of Australia.