Bright Brewery "Liebe Skii" Competition 2022

Dates: July 15 to September 30 2022 ("Competition")

1. The promoter of the Competition is Bright Brewery Pty Ltd, 121 Great Alpine Road, Bright, Vic, 3741 ("Promoter").

2. The prize supplier of this competition is Liebe Skii, West Footscray, Melbourne, Vic (**"Supplier"**). The recipient of raffle proceeds is Protect Our Winters Australia (**"Recipient"**)

3. This raffle runs in accordance with VCCC requirements. Entry must be entered in accordance with these Terms and Conditions. By entering the Competition, you agree to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website (if any) form part of these Terms and Conditions

4. Entry into the Competition is open to Eligible Entrants who purchase an online 'Raffle Ticket' during the period of Competition. Entrants may purchase more than one raffle ticket. However, any entries determined by Bright Brewery to be not genuine or as a result of a bot or computer-generated will be deemed ineligible. Under VCCC requirements, there will be 1280 raffle tickets available for sale.

5. Entry is only open to "Eligible Entrants". An Eligible Entrant is an individual who is an Australian resident at time of entry, is over 18 years of age, and has a valid email address, excluding: i) Any employee or director of an employee or director of the Promoter, Supplier or any of its related agencies or companies.

6. Eligible Entrants must be over 18 years old.

7. Entries will be deemed made by the person named in the entry and, if there is a dispute, the authorized holder of the e-mail address submitted at the time of entry and such individual must comply with these Terms and Conditions. The authorized account holder is the natural person who is assigned to the e-mail address by the Internet access provider or the domain associated with the submitted e-mail address.

8. There will be one (1) winner of the Competition.

9. The winner shall be:

a) One Eligible Entrant who the Supplier, in its sole discretion, chooses at random from provided entries, in accordance with these terms and conditions

b) Chosen within 14 days of the close of the Competition, on or before October 13, 2022.

10. The winners will be announced on Bright Brewery website (www.brightbrewery.com.au) and through the Bright Brewery and Liebe Skii social media accounts. All winners will also be notified via email.

11. To enter, you must log onto the Bright Brewery website: <u>http://www.brightbrewery.com.au/liebe-ski-raffle</u> and follow the directions provided. Entrants must submit their name, email address and answer all required questions in the entry fields to enter the Competition. Entrants must successfully pay the Raffle entry fee of \$5AUD per ticket to confirm their entry.

12. Use of any device to automate entry or any other activity which subverts the entry process is prohibited and all such entries will be deemed void. The Promoter may not verify receipt of entries. All entries submitted become the property of the Promoter and will not be returned.

13. Entries must be received by 11.59pm, AEDST on September 30, 2022.

14. The prize will be by Liebe Skii and is not redeemable for cash, and is non-transferable.

15. The winner shall receive the following prize:

- Customised pair of Core Range Liebe skis from Liebe Skii, worth min. \$3200. The winner may choose their preferences from a list provided by Liebe Skii in the following areas:

- Ski type
- Stiffness
- Length
- Design

16. The Supplier will make contact with the Winner via phone or email within one week of the announcement of the Winner.

17. Pending adequate communication from the Winner, and the availability of materials, the Supplier will endeavour to provide the Winner with their finished skis before December 31, 2022.

The Promoter takes no liability for the timeframe in which the skis are manufactured or provided.

18. Following the conclusion of the competition, all proceeds from the raffle will be paid by the Promoter directly to Protect our Winters Australia, with no commissions kept by either the Promoter or the Supplier.

19. The Promoter shall not be liable for any costs relating to the manufacturing or shipment of the prize.

20. Neither the Promoter nor the Supplier shall be liable for any loss or damage to the prize after the time at which the prize is shipped to the winner.

21. By submitting an entry, you specifically grant to the Promoter and the Supplier the non-exclusive right to communicate your entry and all other materials provided by you in whole or in part (your "Work") to the public throughout the world on any media platform and you grant to the Promoter and the Supplier all associated rights necessary to exercise the above rights.

22. By submitting an entry, you specifically grant the Promoter the permission to share any and all details contained within your entry with the Supplier.

23. You acknowledge that the Promoter and the Supplier are under no obligation to exercise any of the rights granted to it by these Terms and Conditions and any communication of your Work to the public by the Promoter or the Supplier is at the complete discretion of the Promoter or the Supplier.

24. You agree that the Promoter and the Supplier may use your entry and any details provided for any promotional, marketing and publicity purposes in any media without notice and without any fee being paid to you.

25. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Supplier's ability to deliver the prize to a prize winner of the Competition, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

26. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

27. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

28. You warrant that: i) all details provided with your entry are true and accurate; ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions; iii) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and iv) you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

29. Funds generated by the raffle are deposited into the Promoter's account. Transactions/receipts generated by transfer of funds for entry will say "Bright Brewery AUstralia Pty Ltd". Following the competition, 100% of funds will be transferred to the Recipient (POW Australia).

30. The recipient (POW Australia) is not yet a registered DGR so raffle entries are not tax-deductible.