



VB Twitter NRL Grand Final Ticket Giveaway Promotion

Conditions of entry

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 Entry is open only to Australian residents aged 18 years or over who are able to take the prize to coincide with the NRL Grand Final on 04/10/09 as specified by the Promoter and who are a registered 'follower' of VB_Beer on Twitter. Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies or companies associated with this competition are ineligible to enter.
- 3 The competition begins at 9am (AEST) on 02/10/09 and closes at 2pm (AEST) on 02/10/09 (**Competition Period**).
- 4 To enter, entrants must, during the Competition Period:
 - (a) log-in to their account on Twitter; and
 - (b) respond (via a Tweet) to the promotional Tweet posted by VB_Beer by stating, in 140 characters or less, why they deserve to win the prize and including "#VBTIX" in their Tweet.
- 5 Entrants may submit as many entries as they like, provided that each entry is submitted via a separate Tweet and otherwise in accordance with these conditions of entry. All entries submitted in accordance with paragraph 4 must be based on a separate original "140 characters or less" answer. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, the Internet, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
- 6 This promotion is a game of skill; chance plays no part in determining the winner.
- 7 Each valid entry received (submitted in accordance with paragraph 4 and otherwise in accordance with these conditions of entry) will be individually judged (by representatives of the Promoter) based on, among other things, originality and literary and creative merit.
- 8 At the end of the Competition Period, the Promoter will select the best valid entry received. The entrant who submitted the best entry will win the prize.
- 9 The prize is two 'category 1' tickets to the NRL Grand Final on 04/10/09 valued at \$330 (inc GST). If the winner is from a state/territory other than NSW, the prize will also include 2 return economy flights from the winner's nearest Australian capital city to Sydney, NSW and 1 night's accommodation for 2 in a hotel in Sydney as selected by the

Promoter, valued (in total) at up to \$3,000 (inc GST). The prize for a NSW winner is valued at \$330 (inc GST). The prize for a non-NSW winner is valued at up to \$3,330 (inc GST).

- 10 Flights and accommodation are subject to booking and availability and only valid in association with the winner's attendance at the NRL Grand Final on 04/10/09 and redemption of the prize. The prize must be taken to coincide with the NRL Grand Final on 04/10/09 as specified by the Promoter. All other costs associated with the prize, including but not limited to any meals, transfer costs, taxes, insurance, spending money and other ancillary costs are the responsibility of the winner and their companion, as incurred. Any value incurred over the stated value of any element of the prize will be the winner's responsibility. All elements of the prize are subject to any additional terms and conditions specified by the prize supplier/s.
- 11 All entries become the property of the Promoter and will not be returned to the entrant. Each "140 characters or less" Tweet must be the entrant's original work. By entering this competition entrants:
- (a) consent to the Promoter making copies of or publishing the whole or any part of their entry (including the "140 characters or less" Tweet) on the Promoter's website, the VB_Beer page or elsewhere and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights; and
 - (c) consent to the Promoter editing or modifying the whole or any part of their entry (including the "140 characters or less" Tweet) for any reason prior to the Promoter using their entry for the purpose of paragraph 11(a).
- 12 By entering, entrants warrant that their entry:
- (a) is original and not copied, and was created by the entrant;
 - (b) does not include (or link to) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate. Without limitation, entrants must not include (or include a link to) any content that involves nudity, malice, swearing or which may be defamatory or in contempt of court;
 - (c) does not include (or link to) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists (**Copyright Content**), unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include (or link to) any Copyright Content in their entry, they must not include it. By including any Copyright Content in their entry, the entrant warrants that they are entitled to do so; and
 - (d) contains no viruses or other computer code or material embedded in it which may have a negative impact on the VB_Beer page, Twitter, this competition or any network or third party computer systems.
- 13 All entries are subject to any additional conditions imposed by Twitter.
- 14 The prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 15 The winner will be notified in writing via Twitter and may have their entry (including their "140 characters or less" Tweet) published on the Promoter's website and/or the

VB_Beer page on Twitter. By entering, each entrant requests that their full address not be published.

- 16 The Promoter may require the winner to provide proof of identity, proof of age and proof of residency.
- 17 Entries not fully complying with these conditions of entry, including if a winning entrant cannot take the prize on 04/10/09, may be deemed invalid at the Promoter's discretion. If this occurs in respect of a winning entry, the Promoter reserves the right to award the prize to the next best valid entry. The judges' decisions are final and no correspondence will be entered into.
- 18 The prize is not transferable or exchangeable and cannot be redeemed for cash. If the 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 supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the gaming authorities in each state and territory, where required.
- 19 If the NRL Grand Final on 04/10/09 is abandoned, called off or postponed for any reason, the winner forfeits the tickets to the NRL Grand Final (and the accommodation and flights, if provided) and no cash or alternative tickets will be substituted in lieu.
- 20 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 21 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to prizes.
- 22 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person. The Promoter may in its absolute discretion prohibit an entrant's participation in this competition, cancel the prize or otherwise cease to provide any benefit of the prize to a winner and their companion if the winner (or their companion), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate.
- 23 If for any reason any aspect of this competition is not capable of running as planned including by reason of tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 24 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary

consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

- 25 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this promotion and the VB_Beer Twitter page. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this promotion or communicating with entrants. By entering, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the entrant via electronic messaging. By entering this promotion, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below.
- 26 The Promoter is Foster's Australia Ltd (ABN 76 004 056 106), 77 Southbank Blvd, Melbourne VIC 3006.