

## Moon Dog Fizzer Spin to Win Terms and Conditions

1. This promotion is run by Moon Dog Brewing Pty Ltd, ABN 36 145 716 945, 32 Chifley Drive, Preston, VIC, 3072 (Moon Dog). Information on prizes and how to enter form part of these terms and conditions (“Terms”). Participation in the ‘Spin To Win’ on-website giveaway game constitutes acceptance of these Terms.
2. Participation is only open to Australian residents 18+ in Victoria, New South Wales, Queensland, Tasmania and Western Australia who entered the Moon Dog Fizzer post mix at home giveaway.
3. The competition period is open from 12.01am (AEST) on 5/11/2021 to 11.59pm (AEST) on 12/11/2021
4. The competition will run on <https://shop.moondogbrewing.com.au/pages/fizzer-spin-to-win>
5. There is a limit of one entry per person
6. Employees, directors, officers or contractors of Moon Dog, or any company connected with this Competition or any subsidiary company of the foregoing entities are ineligible to enter as well as immediate family members of an ineligible person.
7. There are 12,960 prizes to be claimed during the competition period. Prize allocation will be randomised. The prizes are as follows:

Prize	Total number available	Estimated total value
Fizzer t-shirt & shipping	30	\$1,590
Fizzer Alcoholic Seltzer 30 slab & shipping	40	\$3,520
\$5 off online purchases	3,100	\$15,500
\$10 off online purchases	2,000	\$20,000
20% off online purchases	7,790	\$101,270
<b>Totals:</b>	<b>12,960</b>	<b>\$141,880</b>

8. Winners will be notified immediately via an on-screen pop up and will receive an email with their code. All prizes must be redeemed via the Moon Dog online store, applying their discount code at checkout.
9. Prizes and discount codes are valid until 12/11/2021. All prizes must be claimed by this date.
10. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf>. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize. This competition promotes the responsible consumption of alcohol.

### General

11. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the

validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

12. You must not:

- a) tamper with the entry process;
- b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- e) breach any law; or
- f) behave in a way that is otherwise inappropriate.

13. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

14. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.

15. Prizes cannot be transferred or exchanged (except at Moon Dog's sole and absolute discretion) nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

16. Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

17. If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

18. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to direction by the relevant trade promotion authorities.

19. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

**Release:**

1. Subject to clause 9b) and to the fullest extent permitted by law, Moon Dog, its agencies and employees, will not be liable for any death, injury, damages, expenses (including any claim for legal expenses) or loss whatsoever (whether indirect or consequential) to persons or property in connection with this Competition, including as a result of participation in this Competition, variation to these terms and conditions, accepting or using any prize, alteration to any prize, and non-receipt of any prize.
2. The winner of this Competition has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by Moon Dog. These terms and conditions do not exclude, restrict, or limit those statutory rights in any way.
3. This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

**Rights to entries:**

On submitting an entry, the entrant:

1. grants Moon Dog a worldwide, non-exclusive, royalty-free, perpetual licence to use, copy, reproduce, modify, adapt, publish, distribute, commercialise, and otherwise deal with all content and materials submitted as part of the entry for any purpose, including promotional, marketing and/or publicity purposes; and
2. consents to Moon Dog dealing with this content and material in any way that may otherwise infringe the moral rights of the entrant.

**Privacy Notice:**

- a) Moon Dog will collect personal information of the entrant for the purpose of conducting its business and this Competition. Moon Dog will not disclose the personal information of the entrant to third parties without their permission. Please see the Privacy Policy available at [www.moondogbrewing.com.au/privacy-statement](http://www.moondogbrewing.com.au/privacy-statement) for further information in relation to the collection and use of personal information by Moon Dog.