

## Competition Terms and Conditions

1. The promoter is NAIL BREWING AUSTRALIA PTY LTD (ACN 089 189 444) whose registered office is at 6 Lilian Ave Applecross WA 6153 (**Promoter**).
2. The competition is open to residents of Australia aged 18 years or over except employees of the Promoter and their close relatives and anyone otherwise connected with the organisation or judging of the competition.
3. There is no entry fee and no purchase necessary to enter this competition.
4. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
5. Route to entry for the competition and details of how to enter are via <https://www.nailbrewing.com.au/nbt/pale>
6. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.
7. Closing date for entry will be 02/23/2021. After this date no further entries to the competition will be permitted.
8. No responsibility can be accepted for entries not received for whatever reason.
9. The rules of the competition and how to enter are as follows:
  - a. Scan the QR code under the can or on the tap decal.
  - b. Vote on the batch of beer you are consuming.
  - c. Fill your details in the entry form.
  - d. The Promoter reserves the right to cancel or amend the competition and / or these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's reasonable control.
  - e. The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
10. The prize is as follows: 1 x Nail Brewing T shirt and x1 carton of NBT Pale beer.
11. The prize is as stated, and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
12. Winners will be chosen at random by software, from all entries received and verified by Promoter and or its agents as a result of a popular vote conducted via social media sites as measured and recorded and verified by Promoter in its sole discretion and / or its agents.
13. The winner will be notified by email within 28 days of the closing date. If the winner is disqualified in accordance with these terms and conditions or cannot reasonably be contacted or does not claim the prize within 14 days of notification, the Promoter reserves the right to withdraw the prize from the winner and / or pick a replacement winner.
14. By accepting the prize, the winner agrees to participate in and co-operate as required with all marketing-related activities requested by the Promoter relating to the competition and the prize.
15. The Promoter may at any time and in its sole discretion request an entrant to provide proof of identity and / or age and any other reasonable information and may disqualify an entrant who the Promoter believes has breached these terms and conditions or engaged in unlawful or other improper conduct in connection with the competition or the Promoter.

16. The Promoter will notify the winner when and where the prize can be collected.
17. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
18. The competition and these terms and conditions will be governed by West Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Western Australia.
19. The Promoter collects the entrant's personal information for the purpose of conducting and promoting this competition. The entrant agrees that the Promoter may use personal information collected to conduct the Promotion, in any medium for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant. A request to access, update or correct any information should be directed to the Promoter. The winner agrees to the use of his / her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian and / or Western Australian data protection legislation.
20. The entrant consents to the Promoter using, modifying and disclosing all information provided by the entrant to the Promoter at any time for an unlimited time, anywhere in the world and without further reference, payment or any other compensation to the entrant.
21. The winner's name will be available 28 days after closing date by emailing the following address: [accounts@nailbrewing.com.au](mailto:accounts@nailbrewing.com.au)
22. Entry into the competition will be deemed as acceptance of these terms and conditions. By entering this competition, an entrant agrees to be bound by these terms and conditions.
23. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network.
24. For the purposes of the competition, the entrant represents and warrants to the Promoter that it is able to comply with its obligations under these terms and conditions and that it complies with all laws in carrying out any activities in connection with the competition and the Promoter.
25. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or specifications of any goods or services offered as part of the competition or the prize.
26. To the extent permitted by law, the Promoter is not liable for any loss, claim, damage , cost or demand suffered by or brought by a person by reason of any act or omission by the Promoter or its employees or agents in connection with the supply of goods or services by any person to the prize winner/s and any liability of the Promoter or its employee or agent for breach of any such rights is limited to the payment of the cost of the prize.
27. To the extent permitted by law, the Promoter and its employees and agents are not liable for any loss, claim, damage, cost or demand connected to any:
  - a. defect in goods or equipment forming the prize;
  - b. third party acts or omissions;
  - c. entry or prize claim that is late, lost, altered, damaged or misdirected;
  - d. variation in the value of the goods comprising the prize;
  - e. use of goods comprising the prize; or
  - f. events or circumstances otherwise beyond the Promoter's reasonable control.

28. The Promoter shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.
29. Nothing in these terms and conditions purports to limit, exclude or modify any terms that cannot be excluded, limited or modified under applicable law.