



Krombacher

KROMBACHER POURFECTION 2019

Rules for the international Facebook Contest for Eligible Entrants resident in Australia - January-February 2019

1 The Competition

- 1.1 Information on how to enter and about the prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
- 1.2 The promoter of the competition, to the extent conducted in Australia, is Kollaras & Co Pty Ltd (ABN 85 001 919 884), 9 Durgadin Drive, Albion Park Rail NSW 2527, (02) 4230 8000, campaigns@kollaras.com.au (**Promoter**).
- 1.3 The competition is to promote the goods of Krombacher International GmbH, Hagener Strasse 261, 57223 Kreuztal, Germany, digital@krombacher.com (**Krombacher**).
- 1.4 The competition commences at 12:00am AEST on 01/01/2019 and ends at 11:59 pm AEST on 28/02/2019 (**Competition Period**).
- 1.5 Entry is open to residents of Australia who are aged 18 years or over and have a private Facebook account (**Eligible Entrants**).
- 1.6 Directors, management, employees and their immediate families, of the Promoter, Krombacher, retailers, suppliers, associated entities and agencies associated with this competition are ineligible to enter.

2 How it works

- 2.1 Krombacher draft beer, Krombacher bottled beer or can of Krombacher beer may be used in the Contribution (**Krombacher Product**).
- 2.2 To enter, Eligible Entrants must create their own video where the Eligible Entrant pours a Krombacher Product in any way (**Contribution**) and uploads the Contribution to the Pourfection 2019 app on [Krombacher International Facebook page](#) and tags the post with #Krombacher and #Pourfection2019 during the Competition Period.
- 2.3 The Promoter and Krombacher are not liable for any expense incurred in relation to the Krombacher Product used in the Contribution.
- 2.4 Each Eligible Entrant is only allowed to participate once via a single Facebook account. Multiple submissions by the same individual will not be accepted or considered.



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- 2.5 Judging will take place at 2:00pm AEST on 06/03/2019 at Kollaras & Co, 9 Durgadin Dr, Albion Park Rail NSW. All entries will be judged by a panel of three (3) qualified judges.
- 2.6 The best entry as determined by the judges, in their absolute discretion, will win the Prize on the following criteria: quality (25%), originality (25%), consistency with Krombacher's brand image (25%) and the number of Facebook "likes" received by an Eligible Entrant's Contribution (25%).
- 2.7 This is a game of skill and chance plays no part in determining the winner.
- 2.8 The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.
- 3 Prize**
- 3.1 There is one (1) Prize to be awarded to one (1) Australian resident (**Prize Winner**).
- 3.2 The Prize Winner will win a trip for his or her self to attend the Purity Law Event in Krombach, Germany from 25 April 2019 until 29 April 2019 valued at \$ 4000 (**Prize**).
- 3.3 The Prize includes four (4) nights accommodation for one (1) person in a three star hotel in Siegen while at the Purity Law Event (including daily breakfast at the hotel), return transfers from the Prize Winner's nearest major airport to Krombach. Return transfers to the Purity Law Event are also covered, as well as food and drinks while at the Event . The Prize includes one (1) return economy class airfare, with an airline of Krombacher's or the Promoter's choice, at the expense of the Promoter.
- 3.4 The Prize is limited to those things listed in clauses 3.1,3.2 and 3.3, and does not include (without limitation) insurance, transfers from the Prize Winner's place of residence to the Australian airport, the return trip from the Australian airport to the Prize Winner's place of residence, or the costs involved in acquiring the required travel documents such as passports or visas, which will each be the Prize Winner's responsibility and at their expense.
- 3.5 The Prize Winner has the ability to extend the stated travel period above. The Promoter and Krombacher will not be responsible or liable for any additional costs involved if the Prize Winner extends the period stated above. Any costs associated with an extended stay either prior to or post the agreed dates will be at the expense of the Prize Winner, this includes but is not limited to flight changes, accommodation and food outside of the period of 25 April 2019 until 29 April 2019.



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- 3.6 All taxes (excluding GST) which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
- 3.7 The Prize Winner will be notified of their Prize by the Promoter, or Krombacher, within 48 hours of judging in a private Facebook message (**Prize Notification**). The Prize Winner will be requested to contact the Promoter, or Krombacher, (as instructed in the Prize Notification) by responding to the private Facebook message with their first and last name, date of birth, and full address. The Promoter, or Krombacher, will then contact the Prize Winner based on the details provided.
- 3.8 Only the Prize Winner will receive a Prize Notification.
- 3.9 If the Prize Winner does not respond to the Prize Notification within 7 calendar days, the relevant Contribution will be deemed invalid and the Promoter and Krombacher will distribute the prize to the next best ranking entry, as determined by the judges based on the abovementioned criteria in their absolute discretion.
- 3.10 A Prize Winner who does not claim the Prize will be notified in writing by Facebook private message to the account used to make the Contribution.
- 3.11 Cash refunding of the Prize is not possible.
- 3.12 The Prize is not transferable.
- 3.13 In the event that the Prize becomes unavailable for reasons beyond the control of the Promoter or Krombacher, the Promoter or Krombacher may substitute the Prize (or the relevant part of the Prize) with a Prize of equal or greater value.

4 **Publication of user comments**

- 4.1 By making a Contribution, Eligible Entrants agree that their user name and country of residence may be made public on Krombacher's Facebook page.
- 4.2 By making a Contribution, Eligible Entrants grant the Promoter and Krombacher a non-exclusive licence to use the Contribution. The Promoter and Krombacher may publish the Contribution on other digital channels (such as websites or social media sites) and other publications. The Promoter and Krombacher are therefore entitled to use, reproduce, store and handle the Contributions (without limitation of place and content) for a period limited to five years commencing from the end of the Competition Period. The Promoter and Krombacher shall also be entitled to edit and adapt the material, in particular to shorten it and publish only extracts, and to use quotations, as well as to adjust it for the appropriate medium. If requested by the Promoter, the Eligible Entrants agree to sign any further documentation required by the Promoter or Krombacher to give effect to this clause.



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- 4.3 Eligible Entrants shall ensure and guarantee that the materials submitted (such as text, images, video) are free of third-party rights and that they have the rights in them, and also that there is no infringement of personal rights, in particular that persons who appear in the Contribution have given their consent to appear and to have that content used. Additionally, the Eligible Entrants will ensure that materials submitted are neither contrary to public policy nor to public decency, and in particular that other persons are not discriminated against or insulted, and that no radical, racist or offensive content is included. Each Eligible Entrant indemnifies and will hold both the Promoter and Krombacher harmless from any third-party claims which may be asserted in the context of the materials submitted due to the infringement of third-party rights, in particular rights of privacy or ancillary copyrights, or from any other cause.
- 4.4 For advertising purposes, the Promoter and Krombacher may distribute and make public in print media and online, photos taken by employees or agents of the Promoter or Krombacher in the context of the Prize and associated local events. The Prize Winner consents to the publication, adaptation or editing of the photos.
- 4.5 The Promoter and Krombacher may also make public the above information and materials (such as photos) in a press release. Eligible Entrants are aware that the recipients of the press release may further edit and publish such information and materials in various media (such as print media and the internet).
- 4.6 Consent is without limitation of place and content, and is limited by time.

5 Privacy Policy

- 5.1 Personal information including the Eligible Entrant's name, address, telephone number and email will be collected and used for the purpose of conducting this competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers for promotional and marketing purposes (including for direct marketing).
- 5.2 By entering this competition, the Eligible Entrants' consent to the use of their personal information for the Purpose, and that the Promoter and Krombacher may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter and Krombacher may use this information for that purpose and disclose it to other organisations or persons including overseas service providers located in Germany that may use it, in any media for the Purpose.
- 5.3 Eligible Entrants may access, change and/or update their personal information by emailing the Promoter on campaigns@kollaras.com.au or by phone at (02) 4230 8000 during office hours. A copy of the Promoter's privacy policy is



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available at <http://kollaras.com/privacy/> (Privacy Policy). The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

6 General Terms and Conditions

- 6.1 The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries and Contributions will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
- 6.2 Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Promoter.
- 6.3 By making a Contribution on Facebook, Eligible Entrants:
 - a) agree to comply with Facebook's terms of use;
 - b) release Facebook from all claims based on, related to or arising from the competition;
 - c) acknowledge and agree that this competition is in no way promoted, endorsed, administered or affiliated with Facebook;
 - d) The contact for the competition and the receiver of the information provided is not Facebook, but the Promoter; and
 - e) Facebook is not responsible for the awarding of prize.
- 6.4 The Promoter reserves the right to request verification of the social media profile of Eligible Entrants and of the age, identity, residential address of the Prize Winner and any other information relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- 6.5 The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with this competition, has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition.
- 6.6 If for any reason beyond the reasonable control of the Promoter, this competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the competition, or amend these terms and conditions, unless to do so would be prohibited by law.

Krombacher International GmbH, Hagerer Straße 261, 57223 Kreuztal



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7 **Limitation of Liability**

- 7.1 The Promoter is not responsible or liable for any loss, damage or injury suffered by the Prize Winner arising from, or in connection with the Prize, or the conduct of Krombacher or third party suppliers of the Prize.
- 7.2 Eligible Entrants may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter and Krombacher (including their officers, employees and agents) exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the competition, including, without limitation:
- 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 entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter and Krombacher;
 - d) any variation in market value to that stated in these terms and conditions;
 - e) any tax implications; and/or
 - f) the Prize or use of the Prize.