

Promoter: Moon Dog Brewing Pty Ltd, ABN 36 145 716 945, 17 Duke Street, Abbotsford, VIC, 3067 (**Moon Dog**).

Contact: www.moondogbrewing.com.au, 03 9428 2307

Moon Dog is running a competition to win the prize set out in clause 5 below (**Competition**). By entering this Competition, the entrant agrees to accept, and is bound by, these terms and conditions.

Moon Dog reserves the right to cancel, terminate, modify, or suspend this Competition or amend these terms and conditions at any time.

1. Eligibility:

This Competition is open to all residents of Australia subject to the below Eligibility Criteria.

To be eligible for this Competition, the entrant must:

- a) be 18 years of age or older.
- b) not be an employee, director, officer or contractor of Moon Dog, or any company connected with this Competition or any subsidiary company of the foregoing entities (**Ineligible Person**); and
- c) not be a family member of an Ineligible Person,
(The **Eligibility Criteria**).

For the avoidance of doubt, Moon Dog will not accept any entries from children aged 17 or under. The winner of this Competition must be 18 years or older and agrees to present identification to confirm this on request in order to redeem the prize.

2. Competition:

- a) This Competition is a game of skill.
- b) Entry into this Competition is free.
- c) Entrants may submit as many entries as they like in accordance with clause 3.
- d) The winner of this Competition will be decided in accordance with clause 6 and will win the prize set out in clause 5.
- e) Moon Dog will abide by the responsible services of alcohol guidelines in connection with this Competition.
- f) All decisions made by Moon Dog in relation to any aspect of this Competition (including judgment of this Competition and alterations

made to the prize) are final and binding on every person who enters. Moon Dog will not engage in any discussions in this regard.

3. How to Enter:

To enter this Competition, entrants must upload a photo with their mates and tell us in 50 words or less why they would like to rent a Moon Dog Fizzer Alcoholic Seltzer post-mix machine for their house this summer by submitting an entry at fizzerseltzer.com.au/win.

4. Promotion period:

This Competition will be running from 9am on Monday 27 September 2021 until 11.59pm on Sunday 24 October 2021. Any submissions received after 11.59pm on Sunday 24 October 2021 will be invalid and will not qualify for entry.

5. Prize details:

Subject to the below conditions, the winner of this Competition will win a rental of an at home Moon Dog Fizzer Seltzer post-mix machine for six months valued at \$10,000.00 for winners from Victoria, Queensland, Northern Territory, Western Australia, South Australia, or Tasmania and \$9,220.00 for New South Wales winners as set out below:

- a) If the winner resides in Victoria, Queensland, Northern Territory, Western Australia, South Australia, Australian Capital Territory or Tasmania they will receive a Moon Dog Fizzer Seltzer post-mix machine for a six-month rental period, including four Moon Dog Fizzer Alcoholic Seltzer Post Mix Base 15L boxes, gas tank, installation and maintenance
- b) If the winner resides in New South Wales, they will receive a Moon Dog Fizzer Seltzer post-mix machine for a six-month rental, including one Moon Dog Fizzer Alcoholic Seltzer Post Mix Base 15L box, one gas tank, installation, and maintenance.
- c) The winner will also receive one Moon Dog Fizzer lightbox, five Moon Dog Fizzer jugs, 5 Moon Dog Fizzer hats, 5 Moon Dog Fizzer t-shirts and 2 bar mats.

The post-mix machine remains the property of Moon Dog and upon completion of the six-month period, Moon Dog will collect the machine and all relevant equipment.

Moon Dog Fizzer Alcoholic Seltzer Post Mix Base 15L box(es) cannot be on-sold and at the completion of the six-month rental period, Moon Dog will collect and dispose of all unused liquid.

The winner must supply and cover the costs associated with water for the machine to operate.

The winner must ensure that the post-mix machine is stored in a safe location and that all reasonable care is taken in handling and use of the machine and by submitting an entry to this Competition and accepting delivery of the machine, the winner accepts all liability and associated costs for any damage that may occur to the machine during the six month rental period beyond normal wear and tear.

In the event of any damage to the machine, the winner must notify Moon Dog of the full circumstances of the damage as soon as practicable (and no later than 48 hours) from the time the Winner becomes aware of the damage.

The start date of the six-month rental period may be varied by Moon Dog in its absolute discretion.

The winner grants a licence to Moon Dog in respect of the use of any photos and/or videos taken with the post-mix machine (by the winner or by Moon Dog itself), and consents to Moon Dog's use of such materials by Moon Dog for marketing and promotional purposes, including, but not limited to, on its website, social media pages and in paid campaigns.

The prize must be claimed in its entirety (as determined by Moon Dog) and will not be varied except as required by Moon Dog in accordance with these terms and conditions. The prize is also not transferable, redeemable for cash or exchangeable.

If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.

6. Judging:

The winner will be selected by a panel of Moon Dog staff in their absolute discretion, who will be judging the entries based on individual merit, including by considering the originality of the entry, the humour of the entry, and the overall creativity of the entry.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

7. Winner announcement:

- a) The winner will be notified via email, phone or via social media within 7 business days of the competition ending. The winner will then have 3 days to respond. If the winner does not respond within this time, the winner forfeits the prize, which may then be given to the runner up or re-offered as a prize in a future promotion, at Moon Dog's absolute discretion.
- b) The winner agrees to their name being published on the Fizzer Seltzer Facebook, Instagram, and website.

8. Force Majeure:

Moon Dog will not be responsible or liable for any loss, cost or damage arising out of any act, omission, failure or delay by Moon Dog or other party, which is due to an act of god, riots, acts of terrorism, storms, fire, adverse weather conditions, natural disasters, epidemics, quarantines, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of Moon Dog.

9. Release:

- a) 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.
- b) 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.

10. Rights to entries:

On submitting an entry, the entrant:

- a) 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
- b) consents to Moon Dog dealing with this content and material in any way that may otherwise infringe the moral rights of the entrant.
- c) The entrant has obtained explicit consent from each person featured in the image uploaded and therefore accepts these terms & conditions.

The entrant warrants that their entry is not in breach of any third-party intellectual property rights.

11. 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 for further information in relation to the collection and use of personal information by Moon Dog.
- b) The winner agrees to Moon Dog's use of their name, town of residence and photograph in relation to Moon Dog's publicity material, including on its website and social media pages.