

**INDEPENDENT BRANDS AUSTRALIA  
NRL FOOTY COMPETITION**

**TERMS AND CONDITIONS OF ENTRY**

1. Information on how to enter, tip, score points and win prizes forms part of these Terms and Conditions of Entry. Entries not complying with these Terms and Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any Eligible Entrant or Group from the Promotion if any entries do not comply with these Terms and Conditions of Entry.

2. In these Terms and Conditions of Entry, these meanings apply unless the contrary intention appears:

"**Code**" means the series of Matches of Australian Rules Football conducted by the National Rugby League (NRL) between member teams of the NRL over the Season;

"**Match**" means a single game, of and conducted by the Code, between member teams;

"**Eligible Entrant**" means a person who is eligible to participate in the Promotion, as defined in condition 5;

"**Results**" are the results of Matches as officially determined in accordance with the rules following the completion of a Round;

"**Round**" means a series of games conducted during that Season whereby each team plays one game over a specified time period of 1 (one) week;

"**Season**" means the 2010 season;

"**Score**" means the allocation of points to a Eligible Entrant for the correct selection of winning teams;

"**Perfect Round**" means the entrant picked every winning team in a particular round for a particular league in the NRL

"**Website**" means the website of the Promoter at <http://www.thebottle-o.com.au/> and <http://www.cellarbrations.com.au/> accessible on the Internet through the World Wide Web.

3. The Promotion is open to all Australian residents over the age of 18. Managements, employees or contractors of the Promoter, Be.interactive Pty Ltd and other agencies, firms or companies associated, and their immediate families are ineligible to enter ("**Eligible Entrants**"). Entry into the Promotion is free.
4. **There are two tiers to the promotion.**  
**TIER ONE: Refer a friend section**
5. The Refer a friend section opens 00:01 Australian Eastern Daylight Saving Time ("**AEDST**") on Monday 1 February 2010 and will continue until 22:00 Australian Eastern Standard Time (AEST) on Sunday 28 February 2010 ("**Promotion Period**"). Registrations are allowed to be made after this offline date, but they will not be eligible into the refer a friend (tier one) element of this competition.
6. To enter, participants must go to <http://www.thebottle-o.com.au/> or <http://www.cellarbrations.com.au/> and register their details to enter the footy picks competition (tier two of the promotion). Upon registration entrants will be given the opportunity to refer a minimum of 3 friends. In the event any of the entrants selected friends register to the footy picks competition (tier two), the original entrant will gain an entry into the draw. The original entrant will receive one entry into tier one of the promotion for every person they refer who converts into a registered entrant.
7. At the conclusion of tier one of the promotion, a draw will be held to determine one winner. The electronic random draw will be held at Be.interactive Pty Ltd at Level 9, 155 George Street, Sydney, NSW, 2000 on Wednesday 10 March 2010 at 13:00 (AEDST).

8. The prize consists of one NRL Jersey of the winner's choice valued at up to \$200 (RRP) (inc GST).

#### 9. TIER TWO – FOOTY PICKS SECTION

10. The tier two Promotion opens 00:01 Australian Eastern Daylight Saving Time ("AEDST") on Friday 5 March 2010 and will continue until 17:00 Australian Eastern Standard Time (AEST) on Friday 3 Sept 2010 ("**Promotion Period**"). (Final rounds are not included in the promotion, only main rounds).

11. To enter the tier two, an Eligible Entrant must:

- a) go to <http://www.thebottle-o.com.au/> or <http://www.cellarbrations.com.au/>
- b) enter their details including, but limited to their name, address, phone number, email address, who their favourite team is and what their preferred drink is when watching the footy
- c) register their details via the on-line registration form located on the applicable website as outlined in condition 2
- d) for each Round of the Season, make a selection of a team that the Eligible Entrant tips to win or draw via the Website entry

12. An Eligible Entrant must register either their own personal details for participation in the Promotion, each entrant is permitted to have one individual entry into the promotion.

13. Prizes will only be awarded to the account holder of the entry mechanism used to submit their entry (i.e. details captured of the person who has made the winning tips and scored the points). The winner of each will therefore be, in each case, the account holder.

14. Only one entry per eligible entrant (and per email address) is accepted, based on one individual entry.

15. The promoter may in its absolute discretion disqualify any entrant who submits multiple entries or otherwise tampers with or benefits from tampering with the entry process or the fair conduct or spirit of the competitions.

#### Tipping Rules

16. If an Eligible Entrant:

- a) does not submit an entry for a given Match in a Round, then the Eligible Entrant's tip for that Match will be deemed to be for that of the team determined to be the "away team"; or
- b) does not submit an entry into the Promotion for a given Round, the Eligible Entrant's tips for that Round will be deemed to be those of the teams determined to be the "away teams" to a maximum of three correct tips for that Round.
- c) enters the Promotion after the commencement of the first Round of the Season, then the Eligible Entrant's tips for those Rounds that have been completed will be deemed to be those of the teams determined to be the "away teams" to a maximum of three correct tips for each such Round, allowing a maximum of 3 points for any round where tips are not submitted.

17. An Eligible Entrant may make or change a tip for a given Match in a Round at any time prior to 17:00 (AEST) which is prior to the Round begins for each particular Round. Once the first game of that round begins, entrants cannot change their tips for any subsequent games in that round.

18. In the event of a Match in a given Round being cancelled, abandoned, not completed or not played for any reason and the NRL does not officially declare a Result within

three (3) days of the date the Match was originally scheduled to be played, it is treated as a win for both teams competing in that Match.

19. Eligible Entrants will be allocated one point towards their Score for each correct selection of a winning team, three points for a draw and no points for a loss. Eligible Entrants will be ranked firstly by their Score, where the highest Score is the highest rank. Entrants can gain more points by tipping the correct teams for the entire round; in this case a perfect round would be awarded an additional 2 points.

## Prizes

20. There is 1 (one) prize pool available for this competition, see prize details below:

Place	Prize
1 <sup>st</sup>	\$10,000 Cash
2 <sup>nd</sup>	\$5,000 Cash
3 <sup>rd</sup>	\$2,000 Cash
Perfect Round (max 25 per week for 26 weeks)	(\$50 gift voucher to either Cellarbrations or The Bottle-0 – whichever site they have entered promo through)  Worth up to \$32,500
<b>TOTAL</b>	<b>\$49,500</b>

- **1<sup>st</sup> Prize** will be awarded to the player with the highest accumulated points at the conclusion of the competition
  - **2<sup>nd</sup> Prize** will be awarded to the player with the second highest accumulated points at the conclusion of the competition
  - **3<sup>rd</sup> Prize** will be awarded to the player with the third highest accumulated points at the conclusion of the competition
  - **Perfect Round Prize** – A \$50 gift voucher to either Cellarbrations or The Bottle-O will be awarded to all competitors who pick a perfect round to a maximum of 25 (twenty five) competitors per round. If there are more than 25 (twenty five) competitors who pick a perfect round each round, there will be a prize draw to pick the first 25 (twenty five).
21. In the event there are multiple people who gain the same scores and therefore end up in an equal place, winners will receive an equal split of prize money. Should there be more than 3 (three) entries which are on the top score, the prize money will be evenly split between the equally placed entrants. If more than 8 (eight) entries are in equal first place a random draw will take place to determine the winners. The first 3 entrants drawn in order will be the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place winners.
22. All prize winner selection and random draws where necessary will be conducted at Be.interactive Pty Ltd at Level 9, 155 George Street, Sydney, NSW, 2000 on Thursday 16 September 2010 at 11:30 (AEST).
23. The total prize pool (including tier one and tier two of the promotion) is valued at up to \$49,700 (AUD) inc GST.
24. The winners will be notified by telephone within 2 days of the draw and will also be sent a letter advising them of their prize. Winners of prizes valued over \$250 will be published in the Public Notices section of The Australian newspaper on Thursday 23 September 2010.

25. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Be.interactive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000 on Tuesday 11 January 2011. In the event of an unclaimed prize draw, all entrants from each competition will go into a single draw to win the unclaimed prize and winners of prizes valued over \$250 will have their details published in the Public Notices section of the Australian on Wednesday 19 January 2011.

### **General Conditions of Entry**

1. Inaudible, incomprehensible and illegible entries will be deemed invalid.
2. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including the username and login to their tipping profile) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
3. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants using multiple email addresses, postal addresses, PO Box addresses or details which are not theirs to gain further entries into the draw. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
4. Unless expressly stated in these terms and conditions, all other expenses become the responsibility of the winner.
5. 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, subject to State Regulation.
6. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
7. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
8. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
9. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize. The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

10. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with media or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
11. In the event that for any reason whatsoever a 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 awarded in lieu of that element of the prize.
12. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
13. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
14. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
15. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
16. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
17. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
18. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
19. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
20. 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 promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

21. Independent Brands Association Pty Ltd, **Beinteractive** Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
22. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
23. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
24. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.
25. **Beinteractive** Pty Ltd, on behalf of Independent Brands Association Pty Ltd is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to **Beinteractive** Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
26. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
27. The Promoter is Independent Brands Australia Pty Ltd ABN 52 097 248 621 of 4 Newington Road, Silverwater NSW 2128.

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