

SCHEDULE

GENERAL	
Name	Vostok Space Beer Promotion
Promoter/Sponsor	4 Pines, (ABN 40 141 244 046), 4F/9-13 Winbourne Road, Brookvale NSW 2100.
Eligibility	<p>To enter this competition, entrants must:</p> <ol style="list-style-type: none">reside in Australia, in the fifty (50) United States or the District of Columbia, (excluding residents in Arizona, Alabama, Connecticut, Maryland, North Dakota and West Virginia) or the United Kingdom (excluding Northern Ireland); void where prohibited;be aged 18 years or over (except entrants from the United States must be aged 21 years or over);be able to take the prize on the dates specified by the Promoter/Sponsor; andmust have a current passport with at least 6 months validity at the time of taking the prize and be able to obtain a visa in the United States in accordance with the laws of the United States. <p>Entries WILL NOT be accepted from directors, officers, management and employees (and their immediate families) of the Promoter/Sponsor or of the agencies or companies connected with this competition.</p> <p>Immediate families means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p>
WHERE AND WHEN THE COMPETITION WILL RUN	
Website	www.vostokspacebeer.com and www.4pinesbeer.com.au
Competition Period	4:00pm (AEDT) on 08/03/2018 to 4.59pm (AEST) on 11/04/2018 being: 9.00pm (PDT- Los Angeles, USA California) on 07/03/2018 to 11.59pm (PDT) on 10/04/2018 in the United States; and 5:00am (GMT) on 08/03/2018 to 7.59am (BST) on 11/04/2018 in the UK.
ENTRY DETAILS	
Entry Process	<p>To enter, entrants must complete the following steps:</p> <ol style="list-style-type: none">during the Competition Period, visit one of the above Websites and follow the links to the 4 Pines database sign-up form to fully complete and submit the database sign-up form, including answering the essay question (while floating in zero gravity, tell us what beer you'd want in your Space Beer bottle and why), using a minimum of 50 words and a maximum of 100 words; andthen from 11.00am (AEST) 08/04/2018 up to 4.59pm (AEST) 11/04/2018 (being 6.00pm (PDT - Los Angeles, USA California) on 07/04/2018 to 11.59pm (PDT) on 10/04/2018 in the United States and 2.00am (BST – London UK) on 08/04/2018 up to 7.59am (BST) 11/04/2018 in the United Kingdom)), commit to contribute a minimum of \$90 to the Promoter/Sponsor's Vostok Space Beer (crowd funded) campaign on the IndieGoGo platform (Campaign) thereby signing up to receive an empty Space Beer bottle.
ENTRIES PERMITTED	
Number of Entries Allowed	Entrants are limited to 1 entry, regardless of contribution amount they make to the Campaign.
Proof of Campaign Contribution	Entrants must provide proof of their Campaign contribution. The Promoter/Sponsor may, at any time during or after the Competition Period, request an entrant to provide sufficient proof of their Campaign contribution to validate any or all of the entrants' entries.

Proof must show that the contribution was made during the dates/times specified as per point 2 in the Entry Process. If an entrant fails to provide unaltered proof that is to the Promoter/Sponsor's satisfaction and in the timeframe specified by the Promoter/Sponsor, the Promoter/Sponsor may (in its absolute discretion) invalidate entrant's entry and that entrant will have no entitlement to receive any prize in this competition.

WINNER DETERMINATION

Winner Selection

This is a game of skill; chance plays no part in how the winner is determined. All entries will be reviewed and judged by the Promoter/Sponsor (or by an appointed panel of judges) based on the following equally weighted judging criteria: (i) creative merit, (2) originality, (3) humour, and (4) brand suitability.

The 1 entry that receives the highest score based on the judging criteria will be determined to be the winner (subject to confirmation). In the event of a tie, the highest score in the originality category will determine winner.

PRIZE/S TO BE WON

Prize Details

There is 1 prize to be won.

If the Campaign fund target (set by the Promoter/Sponsor) is reached by the end of the Campaign period, the prize will be a trip for the winner to Cape Canaveral, Florida, USA, valued at up to \$20,000 AUD (depending on the winner's point of departure), and includes the following:

- return flights from the winner's nearest capital city to Cape Canaveral (flights may not be included if the winner resides within a reasonable driving distance to Cape Canaveral, and if so, must make their own way to and from the accommodation location);
- 3 nights' accommodation in a hotel in Cape Canaveral, Florida as selected by the Promoter/Sponsor; and
- a zero gravity flight with ZERO-G Corp.

If the Campaign fund target of \$1,000,000 USD is not reached by the end of the Campaign period, the above prize will not be awarded. The winner will instead receive a consolation prize of \$1,000 USD.

Any and all federal, state and local taxes (if any) are the sole responsibility of the winner.

See Prize Conditions for further information and conditions.

Prize Conditions

The prize is subject to any terms and conditions imposed by the prize supplier/s.

Flights, activities and accommodation are subject to booking and availability. The prize cannot be taken during major event/peak/public holiday periods or any other periods as specified by the prize supplier/s. All costs associated with the prize that are not expressly stated in the Prize Details, including but not limited to any additional transfer costs, meals/beverages, passport and visa costs, additional taxes, insurance, baggage costs, in-room/mini bar charges, and all other ancillary costs are the responsibility of the winner. Any changes made to travel arrangements after booking will incur costs which must be covered by the winner, as applicable. The Promoter/Sponsor is not responsible for any cancellation/s, delay/s or rescheduling that may occur and is not responsible for any associated costs incurred by the winner. The winner may be required to provide a credit card for accommodation check in purposes. The winner will not receive difference between actual and approximate retail value of prize.

The Promoter/Sponsor recommends that prior to taking the trip, the winner should arrange their own travel insurance (of the highest coverage) for the entire travel period. The winner is responsible for ensuring that they have all necessary documents to travel to Florida, U.S.A. including a current passport with at least 6 months validity and any visas that may be required and have received appropriate immunisations and/or health checks prior to taking the prize.

NOTIFYING WINNER/S

Notification Details

The winner will be contacted by phone and in writing (by email) on or about **22/05/2018**.

Name of Winner. To obtain the name of the winner, send an email by 25/05/2018 to:
hello@vostokspacebeer.com.

PRIZE CLAIM DETAILS

Prize Claim Date

The potential winner must claim the prizes by the time and date specified by the Promoter/Sponsor.

If the Promoter/Sponsor is unable to contact the potential winner (and/or the potential winner does not contact the Promoter/Sponsor) by the Prize Claim Date, such prize will be forfeited and the Promoter/Sponsor will discard that entry and award the prize to the next best valid entry (time-permitting). Upon prize forfeiture, no compensation will be given.

CONDITIONS

- 1 These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Entry**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this competition constitutes acceptance of these Conditions of Entry.
- 2 The Promoter/Sponsor's decisions regarding all aspects of this competition are final and no correspondence will be entered into.

Treatment of Personal Information

- 3 All entries and any copyright subsisting in an entry will be the property of the Promoter/Sponsor. The information entrants provide to enter will be used by the Promoter/Sponsor for the purpose of conducting this competition. The Promoter/Sponsor may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. By entering this competition, entrants' consent to their personal information being stored on the Promoter/Sponsor's database and the Promoter/Sponsor may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. The Promoter/Sponsor is committed to the 10 National Privacy Principles outlined in the Privacy Act 1988 (Cth). The Promoter/Sponsor's Privacy Policy, located at <http://4pinesbeer.com.au/our-story/our-privacy-policy> contains information about:
 - (i) how entrants can seek access to the personal information the Promoter/Sponsor holds about them and seek the correction of such information; and
 - (ii) how entrants can complain about a privacy breach and how the Promoter/Sponsor will deal with such a complaint.

Entry Process

- 4 Entries must be received during the Competition Period. Entries received by the Promoter/Sponsor will be considered final. Entries are deemed to be received at the time they are received by the Promoter/Sponsor's database and not at the time of submission by the entrant.
- 5 Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 6 All entries submitted must be the entrant's original work. The Promoter/Sponsor has the right at any time to verify (or require an entrant to verify) that the entry is the entrant's original work. If in the Promoter/Sponsor's opinion the entrant's work has not been verified as their original work, the Promoter/Sponsor will deem that entry invalid.
- 7 Each entrant acknowledges that other entrants may have used ideas and/or concepts in their entry that may be similar in idea or concept to what is included in entrant's entry. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Promoter/Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.
- 8 All entries and any subsisting copyright become the property of the Promoter/Sponsor and will not be returned to entrants. All entries must not exceed 100 words. By submitting an entry, entrants:
 - a) agree to assign all rights in the entry to the Promoter/Sponsor and consent to the Promoter/Sponsor using the entry in any way and for any purpose as determined by the Promoter/Sponsor (including editing, adapting, altering the entry or publishing the entry in part or whole) in any media;
 - b) undertake to the Promoter/Sponsor that their entry is not, and its use by the Promoter/Sponsor will not be, in breach of any third party intellectual property rights;

- c) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
- d) assure that they own or have the right to license the copyright in each entry submitted into this competition, that no rights have been granted to any third party in respect of the entry which would prevent the entry being used as intended by the Promoter, and that the use of the entry by the Promoter will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
- e) assure that their entry will not in any way disparage the Promoter/Sponsor or any other person or party;
- f) assure that any person shown in any photograph has consented to the entrant submitting that photograph into this competition;
- g) assure that their entry does not include any content that breaches any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, hateful, defamatory, slanderous or libelous, or otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court or promotes bigotry, racism, hatred or harm against any group or individual;
- h) assure that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so;
- i) assure that their entry contains no viruses or other computer code or material embedded in it which may have a negative impact on the relevant Websites/ Facebook Page/Instagram or any network or third party computer systems.

The Promoter/Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the competition if it believes, in its sole discretion, that the entrant's entry fails to conform to clause 8(a)-(h).

- 9 The Promoter/Sponsor is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.

Prize Awarded

- 10 If a winner is selected in this competition, the prize is as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified.
- 11 Prize values are the recommended retail price (or an estimated value where a prize has no consumer price attributed) as provided by the prize supplier, include GST and are accurate as at the time of formulating these Conditions of Entry. The Promoter/Sponsor accepts no responsibility for change in prize value after that date.
- 12 The Promoter/Sponsor accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.
- 13 A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter/Sponsor in accordance with these Conditions of Entry.
- 14 Prize/s not transferrable or exchangeable and cannot be redeemed for cash. Prize/s must be taken by the winner/s (and their guest/s, where applicable) at the time stipulated by the Promoter/Sponsor. Failure to do so will result in the prize/s being forfeited and no cash or other compensation will be provided. If a prize or element of a prize becomes unavailable for any reason beyond the Promoter/Sponsor's reasonable control, the Promoter/Sponsor will award a comparable prize or prize element of equal or greater value as elected by the Promoter/Sponsor.
- 15 The Promoter/Sponsor and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s.
- 16 In order to participate in the activity/ies awarded as part of the prize, the winner must comply with height, weight, health and fitness requirements and any other requirements normally associated with the relevant activity/ies. The winner must ensure that they have obtained any necessary medical clearances required and are sufficiently healthy and fit to safely take the trip and undertake the relevant activity/ies. The

Promoter/Sponsor may, in its absolute discretion, (and in the interests of an individual's health and safety) deem that the winner is not sufficiently healthy or fit to undertake the relevant activity/ies. The winner must comply with all requirements and follow all directions given to them from the people conducting of the relevant activity/ies.

- 17 Entrants acknowledge that there are intrinsic risks in some aspects of the prize and that using the prize may involve participating in dangerous/risky activities. By accepting the prize, the winner accepts those risks.
- 18 If requested by the Promoter/Sponsor, the winner may be required to sign an indemnity and release in favour of the Promoter/Sponsor and/or the prize supplier prior to taking the prize. If the winner does not sign the required form/s provided by the Promoter/Sponsor within the timeframe specified, the winner will be deemed invalid.
- 19 The Promoter/Sponsor may in its sole discretion appoint a chaperone to accompany the winner taking the prize. The winner agrees to the chaperone being present for the duration of the trip/event and agree to comply with all reasonable directions or guidelines specified by the Promoter/Sponsor and/or their chaperone.
- 20 As a condition of accepting the prize, a winner is required to behave appropriately (to the Promoter/Sponsor's satisfaction) at all times while taking the prize. If in the Promoter/Sponsor's opinion the winner behaves in a way that is contrary to law, behaves inappropriately, aggressively or offensively, or behaves in a way which may damage the reputation of the Promoter/Sponsor or any of its related bodies corporate or the agencies or companies affiliated with this competition, the Promoter/Sponsor may in its absolute discretion cancel or withdraw the prize and will offer no substitute prize or compensation.
- 21 If an event and/or activity awarded as part of the prize is cancelled, abandoned, called off or postponed for any reason, that part of the prize will be forfeited, and no cash or replacement prize will be offered.

Publication & Publicity

- 22 Where winners' details are published, each entrant requests that his or her full address not be published.
- 23 If requested by the Promoter/Sponsor, entrants and the winner/s (and the winner's guest/s, if applicable) must participate in all promotional activity (for instance publicity, filming and photography) in relation this competition, free of charge and they consent to the Promoter/Sponsor using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

Verification

- 24 The Promoter/Sponsor (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter/Sponsor's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter/Sponsor's satisfaction, then the entrant's entry (and at the Promoter/Sponsor's discretion all of the entrants' entries) will be deemed invalid.
- 25 The Promoter/Sponsor reserves the right, in its sole discretion, to disqualify any individual who the Promoter/Sponsor has reason to believe has:
 - a) submitted an entry which is not in accordance with these Conditions of Entry;
 - b) breached any of these Conditions of Entry;
 - c) tampered with or benefited from tampering with the entry process or the operation of the competition;
 - d) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter/Sponsor or any of its related bodies

corporate or the agencies or companies associated with this competition; or

- e) acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.

Failure by the Promoter/Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter/Sponsor reserves its legal rights to recover damages or other compensation from such an offender.

Liability

- 26 The Promoter/Sponsor has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter/Sponsor is not liable for any consequences of user error including (without limitation) costs incurred.
- 27 Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter/Sponsor and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.
- 28 These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter/Sponsor makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.

Other

- 29 If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter/Sponsor's reasonable control, the Promoter/Sponsor may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries.
- 30 The Promoter/Sponsor may run, communicate or advertise this competition using Facebook and/or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter/Sponsor and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.
- 31 **The Promoter/Sponsor encourages consumers to enjoy alcohol responsibly.** Legally aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://www.nhmrc.gov.au/files/nhmrc/publications/attachments/ds10-alcohol.pdf>.

