

“Win a Year’s Best Cellar Collection” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over, with the exception of residents of the Northern Territory.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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.
4. Promotion commences at 12:00am AEDT on 10/01/2022 and final entries close at 11.59pm AEDT on 27/02/2022 (“Promotional Period”).
5. To be eligible to enter, individuals must complete one (1) of the following entry methods during the Promotional Period:
 - a. Purchase any twelve (12) or more bottles of wine from Wine Selectors in a single transaction (“Qualifying Transaction”). For the sake of clarity, if an entrant is an existing Wine Selectors member then the Qualifying Transaction must be made in addition to any pre-existing/automated deliveries currently received by the member via the Wine Selectors “regular delivery” program. Purchases can be made online at www.wineselectors.com.au (“Website”) or over the phone OR
 - b. Joining a Wine Selectors CDR (regular delivery) program either online via the Website or over the phone
 - c. Entrants can also receive one (1) bonus entry at the point of purchase if they opt in to receive communication from Andi-Co by ticking the check box at point of entry.
6. To enter, entrants must then either opt in at the point of purchase online by ticking the box available or by specifying to a call centre agent or cellar door agent that they would like to enter the promotion once they are deemed eligible. Entrants must provide the requested details to enter (including full name, telephone number, postcode and valid email address).
7. In the instance that an existing CDR member receives a delivery during the promotional period they are also eligible to enter this competition. Entry will not be automatic; these members will need to contact customer service on 1300 303 307 if they wish to enter the competition.
8. If the Qualifying Subscription is a gift, only the gift recipient will be entered into the prize draw.
9. Incomplete or cancelled purchases will be deemed invalid.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of bottles of wine purchased in excess of twelve (12) in that transaction); (b) limit of one (1) bonus entry per person; and (c) each entry must be submitted separately and in accordance with entry requirements.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any individual who the Promoter has reason to believe have breached any of these Terms and Conditions, tampered with the entry process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion or who submits an entry that is not in accordance with these Terms and Conditions. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
12. The Promoter reserves the right, at any time, to invalidate any entries which they reasonably suspect have been submitted using false, incorrect, fraudulent or misleading information, including but not

limited to personal details and contact information and/or entries that have been submitted through the use of multiple identities, email addresses or accounts.

13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in their sole discretion, to determine the identity of the entrant.

14. The draw will take place at 11:00am AEDT on 03/03/2022 at Australian Wine Selectors, 1 Wright Lane, Newcastle NSW 2300. The winner will be notified via phone and in writing within two (2) business days of the draw and their name will be published on the Website from 04/03/2022. Australian Wine Selectors may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

15. The Promoter's decision is final and no correspondence will be entered into.

16. The first valid entry drawn will win:

1 x a Liebherr wkb4612 single zone wine cellar valued at MSRP \$ \$4,311 (LIEBH 9)

1 x Year's Best Mixed Dozen with BONUS glasses valued at \$316 (222001)

1 x Award-Winning Mixed Dozen valued at \$316 (222022)

TOTAL PRIZE VALUE: \$4,943

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

18. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify the prize, subject to any written directions from a relevant regulatory authority.

19. All prize values listed above are correct as at 05/11/2021. The Promoter is not responsible for any variation in the value of the prize that occurs after this date.

20. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

21. Total prize pool value is AU\$4,943

22. The prize, or any unused portion of the prize, is not transferable, not exchangeable, not refundable, cannot be sold or exchanged for cash and cannot be used in conjunction with any other offer.

23. A draw for the prize, if unclaimed, may take place on 07/04/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified via phone and in writing within two (2) business days of the draw and their name will be published on the Website from 08/04/2022.

24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

26. Any cost associated with entering this promotion is the entrant's responsibility and is dependent on the relevant Internet, telephone network/lines or postal service provider used. 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.11ma17/

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) if a promotional stand is not present or is relocated for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by the winner or entrant; or (g) taking of the prize.

29. The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their respective Privacy Policies, which can be viewed at <http://www.wineselectors.com.au/Terms-and-Conditions/Privacy-Policy/default.aspx>. In addition to any use that may be outlined in the Promoter’s Privacy Policies, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policies also contain information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant’s PI to any entity outside of Australia.

30. By entering, entrants also agree for their PI to be shared with Liebherr (Andi-Co Australia Pty Ltd - ABN 68 005 899 365, distributors of Liebherr) for marketing purposes. Liebherr will use and handle entrants’ PI in accordance with its privacy policy which can be found at <https://www.andico.com.au/wp-content/uploads/2019/07/Andi-Co-Privacy-Policy-June-2019.pdf>.

31. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au.

32. The Promoter is Australian Wine Selectors Pty Ltd (“Wine Selectors”) (ABN 64 056 402 772) of 1 Wright Lane, Honeysuckle, Newcastle NSW 2300, telephone: 1300 303 307. **Authorised under NSW Authority No. TP-00097, ACT Permit No. TP21/01990**