

AUSTRALIAN WINE SELECTORS PTY LTD BLANKET PROMOTION

'Win a Penfolds Grange a Day - Week 2'

TERMS AND CONDITIONS

1. Information on how to enter and prizes 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, excluding 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 opens at **12.01am** on **7 December 2022** and final entries close at **11.59pm** on **13 December 2022** ("Promotional Period"). All times are AEST or AEDST, as applicable in NSW.
5. To enter, the entrant must during the Promotional Period complete the following steps:
 - 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"), over the phone, at authorised airport cellar door locations, via mail or via fax (see the Website for full details on purchase options). Every 12-bottles purchased is one entry in the draw.
6. 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 reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of the Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its 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.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries are permitted per person, however: (a) each entry must be submitted in accordance with entry requirements; and (b) a maximum of **10** entries per person **per day is permitted**.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place on **Monday 19th December 2022 at 11am** at the Promoter's office, 1 Wright Lane, Honeysuckle, Newcastle NSW 2300. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Winners will be notified via telephone and email within two (2) business days and their names will be published online at www.wineselectors.com.au from **21 December 2022**.

13. Any winners from SA of prizes valued at over \$250 will also have their name published in The Advertiser from **21 December 2022**.
14. Six (6) prizes will be awarded each day for the 6-day period, with a total of 6 prizes to be awarded in total. Total prize pool is \$4,380. The first **one** valid **entry/entries** randomly selected, from all valid entries received on each calendar day, will win the prize listed: 1 x bottle of Penfold's Grange 2005
15. No more than 20 litres of alcohol will be won by New South Wales residents. Once/if 20 litres of alcohol has been won by New South Wales resident's cash will be awarded in lieu of the remaining alcohol prize(s) in New South Wales. **For this promotion the prize does not exceed 20 litres of alcohol.**
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If a prize (or part of a 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.
18. The total prize pool value is **AU\$4,380**.
19. Prize/s, or any unused portion of a prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
21. A draw for any prize, if unclaimed, may take place on **22 March 2023** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Winner/s name/s will be published online at www.wineselectors.com.au from **26 March 2023**.
22. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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 its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to the instructions of any regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing www.wineselectors.com.au or www.facebook.com/wineselectors is the entrant's responsibility and is dependent on the Internet 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.
25. Nothing in these Terms and Conditions limit, exclude or modify 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.

26. 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, unauthorised access or third party interference; (c) any entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.
27. 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 its Privacy Policy, which can be viewed at <https://www.wineselectors.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 Policy also contains 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.
28. The Promoter is Australian Wine Selectors Pty Ltd (ABN 64 056 402 772) of 1 Wright Lane, Honeysuckle, Newcastle NSW 2300. Telephone: 1300 303 307.

ACT Permit No. TP20/00953

FOR LOTTERY DEPARTMENT'S REFERENCE

First potential commencement date: 07/12/2022

Last potential closing date: 12/12/2021

Last potential draw date: 14/12/2021

Last potential publication date: 21/12/2022

Last potential unclaimed prize draw date: 22/03/2021

Last potential unclaimed prize publication date: 26/03/2021

- **No individual prize will exceed \$1,000**
- **The total prize pool is capped at \$100,000**
- **No individual promotion will exceed \$5,000**
- **No prohibited prizes will be given away**

NSW Trade Promotion Authority: TP/00097