

"De Bortoli 4L Cask Cash" 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 (excluding NT) aged 18 years or over. Employees (and their immediate families) of the Promoter, Participating Outlets 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.
3. Promotion commences on 01/09/2017 and final entries close at 11:59pm AEDST (for online entries) and last mail (for mail entries) on 05/11/2017 ("Promotional Period").
4. To be eligible to enter, individuals must purchase any De Bortoli Premium 4L Cask ("Participating Product") from a Participating Outlet during the Promotional Period. A ("Participating Outlet") is any independent liquor retailer that stocks De Bortoli Premium 4L Cask. Purchases from Dan Murphy's, BWS, Liquorland, Vintage Cellars, First Choice are not eligible for this promotion and these outlets are not Participating Outlets.
5. To be eligible to enter, individuals must then either:
 - a. Complete the official entry form (available from a Participating Outlet while stocks of entry forms last) and send to De Bortoli Wines 'Win Cash' PO Box 21, Bilbul, NSW Australia 2680 so that it is received by last mail on 05/11/2017; or
 - b. Visit www.debortoli.com.au/cashpromotion, follow the prompts to the competition entry page, input the requested details (including their full name, street address, and contact number) and submit the fully completed online entry form by 11:59pm AEDST on 05/11/2017. The Promoter is not responsible if an entrant's mobile device/desktop is not sufficiently capable for the purposes of submitting the entry online
6. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. All purchase receipt(s) must clearly identify the outlet of purchase (which must be a Participating Outlet), the product purchased (which must be a Participating Product) and the date of purchase (which must be during the Promotional Period).
7. 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 individual who the Promoter has reason to believe has breached any of these 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 may be accepted at the

8. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted transaction regardless of the number of Participating Products purchased in that transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
11. 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.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 10/11/2017 at 10:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw and their names will be announced online at www.debortoli.com.au/promotions commencing on 17/11/2017. In the event of an SA winner, their name will also be published in The Advertiser on 17/11/2017.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn from all valid entries received will win \$10,000 cash. The next two (2) valid entries drawn will each win \$5,000 cash and the next four (4) valid entries drawn will each win \$2,500 cash. All cash prizes will be awarded in the form of a cheque made out in the winner's name or awarded via electronic funds transfer into the winner's nominated bank account.
15. 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.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. Total prize pool value is \$30,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
18. A draw for any unclaimed prizes may take place on 12/02/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified by telephone and email within two (2) business days of the draw and their names will be announced online at www.debortoli.com.au/promotions commencing on 19/02/2018. In the event of an SA winner, their name will also be published in The Advertiser on 19/02/2018.
19. 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.

20. 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 any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website 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.
22. 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 its respective officers, employees and agents) excludes 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
24. 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 www.debortoli.com.au. 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 Principles 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 personal information to any entity outside of Australia.

25. The Promoter is De Bortoli Wines Pty Limited (ABN 77 000 146 672) of De Bortoli Road, Bilbul NSW 2680, telephone 02 6966 0100.

NSW Permit No. LTPS/17/15769. ACT Permit No. TP17/01315. SA Permit No. T17/1247