

## “WIN A \$1000 DE BORTOLI GIFT VOUCHER” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to participate/claim and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion is only open to NSW, ACT, VIC, TAS, SA, WA and QLD residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to participate. 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 1<sup>st</sup> cousin.
4. Promotion commences on 1 December 2020 and ends at 11:59PM AEDST on 24 December 2020 (“**Promotional Period**”).
5. To participate in this promotion, individuals must purchase a De Bortoli Wines Advent Calendar 2020 (“**Advent Calendar**”) from the Promoter’s online store at [debortoli.com.au/adventcalendar](http://debortoli.com.au/adventcalendar) or a Cellar Door store at the following locations: Yarra Valley, Hunter Valley, Bilbul and Rutherglen.
6. During each day of the Promotional Period, participants will open the corresponding date on the Advent Calendar to reveal either a mini bottle of wine or a Winning Message (defined below).
7. For the purposes of the promotion, twenty-four (24) Advent Calendars will each contain one (1) empty piccolo that will contain the winning message with a unique code (“**Winning Message**”). ACT, VIC, TAS, SA, WA or QLD participants who receive the Winning Message will each win a \$1,000 Cellar Door gift voucher to be redeemed online at <https://shop.debortoli.com.au/> (“**Online Voucher**”). NSW participants who receive the Winning Message will each win a \$1,000 Cellar Door gift voucher to be redeemed at a Cellar Door restaurant and/or accommodation at the following locations: Yarra Valley, Hunter Valley, Bilbul or Rutherglen (“**Physical Voucher**”). All participants will be required to follow the instructions on the Winning Message to claim their prize.
8. Any ancillary costs associated with redeeming the gift vouchers are not included. Any unused balance of the gift vouchers will not be awarded as cash. Redemption of the gift vouchers is subject to any terms and conditions of the issuer including those specified on the gift vouchers.
9. Physical Vouchers will be awarded as four (4) x \$250 gift vouchers and each \$250 voucher must be used in a single transaction. The winning participant is responsible for their own travel to and from the Cellar Door location.
10. Only one (1) prize is permitted per unique code.

11. Participants must retain their original purchase receipt of the Advent Calendar as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the participant's claim to the prize and forfeiture of any right to the prize.
12. The Promoter reserves the right, at any time, to verify the validity of claims and participants (including a participant'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 claims 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 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.
13. Incomplete or indecipherable claims will be deemed invalid.
14. If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant.
15. Winners will be published on the Promoter's social media including but not limited to Facebook at <https://www.facebook.com/DeBortoliWines/> and Instagram at <https://www.instagram.com/debortoliwines/> from 2 December 2020. In the event of any SA winners, their names will be published in The Advertiser on 11 January 2021.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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](http://www.nhmrc.gov.au). Participation in this promotion is subject to the licensee's liquor serving policy.
18. 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.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If any prize (or part of any 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 \$24,000.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

23. A draw for any prizes that have been won but remain unclaimed may take place on 29 March 2021 at 12:00PM AEDST at 6-8 Research Drive, Croydon VIC 3136, 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 published on the Promoter's social media including but not limited to Facebook at <https://www.facebook.com/DeBortoliWines/> and Instagram at <https://www.instagram.com/debortoliwines/> from 1 April 2021. In the event of any SA winners, their names will be published in The Advertiser on 1 April 2021.
24. Participants 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 its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Game materials void if stolen, forged, mutilated or tampered with in any way.
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 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.
28. 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 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 participant; or (f) use of a 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. Participation 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 <http://www.debortoli.com.au/footer/privacy/>. 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 participant. The Privacy Policy also contains information about how participants may opt out, access, update or correct their PI, how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

30. The Promoter is De Bortoli Wines Pty Ltd (ABN 77 000 146 672) of 6-8 Research Drive, Croydon VIC 3136, telephone 03 9237 7300.

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