

“DE BORTOLI WINES WIN A VESPA” 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 NSW and VIC residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Outlets (as defined below) 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. Entries into the promotion open on 11/11/2020 and close at 11:59pm AEDST on 08/12/2020 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any 750ml bottle from the De Bortoli Prosecco range (“**Eligible Product**”) from a Participating Outlet during the Promotional Period (“**Qualifying Transaction**”). A participating outlet is any Ritchies Liquor store in NSW or VIC that stocks the Promoter’s participating products and displays material advertising this promotion (“**Participating Outlet**”). Upon making their Qualifying Transaction, individuals will be handed an official entry form by a staff member of the Participating Outlet. In the event an entry form or purchase receipt is not automatically handed to them, it is the individual’s responsibility to request them both.
6. To enter, individuals must then complete the official entry form in full (including their full name, street address, email address, date of birth and contact number), attach their purchase receipt for their Qualifying Transaction to the entry form and place the fully completed entry form into the entry box provided in the Participating Outlet during the Promotional Period.

For the removal of doubt, if an entrant does not attach their purchase receipt to the entry form, their entry will be deemed invalid. All purchase receipt(s) must clearly identify the outlet of purchase (which must be a Participating Outlet), the product purchased (which must be an Eligible Product) and the date of purchase (which must be during the Promotional Period).

7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of bottles of De Bortoli Prosecco products purchased in excess of one (1) in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements; (c) a

FOUR GENERATIONS OF WINEMAKING

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maximum of two (2) entries per person per day is permitted in NSW; and (d) maximum of five (5) entries per person per day is permitted in VIC.

8. 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 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, indecipherable or illegible entries will be deemed invalid.
10. 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.
11. The draw will take place at Ritchies Stores Pty Ltd, 10/1095 Frankston Dandenong Road, Carrum Downs VIC 3201 on 18/12/2020 at 9:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <http://www.debortoli.com.au/our-news/promotions/> from 23/12/2020.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a Primavera50 Vespa. Total prize value is up to AU\$6,090 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest authorised Vespa dealership. Delivery charges will apply should the winner request delivery of the prize.
14. If the winner is, through any legal incapacity or otherwise, unable to register the scooter in their own name, then the winner may assign the scooter to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the scooter is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
16. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. 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.
18. Total prize pool value is up to \$6,090.
19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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.
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 the 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 <https://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 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 PI 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.