

## De Bortoli 'Win a 3L La Boheme Magnum' PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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. Employees (and their immediate families) of the Promoter, participating off-premise 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 1<sup>st</sup> cousin.
3. Promotion commences on 21/06/2019 and closes at **8.00 pm** (local time) on 02/08/2019 ("**Promotional Period**").
4. To be eligible to enter, individuals must purchase any eligible bottle of De Bortoli wine from Local Liquor Banks during the Promotional Period. Individuals must ensure they receive a purchase receipt. To enter, individuals must then write their details on the back of the purchase receipt and place it in the entry box provided in this participating off-premise outlet during the Promotional Period.
5. 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.
6. Incomplete or illegible entries will be deemed invalid.
7. 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.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of five (5) entries permitted per person per day.
9. The draw will take place in this participating off-premise outlet on 03/08/2019 at **12.00 pm** (local time). The **winner/s** in Local Liquor Banks will be notified in writing within two (2) business days of the draw. In the event of **an/any** ACT

**winner/s** their **name/s** will be published on a public notice board inside Local Liquor Banks on 03/08/2019 .

10. The Promoter's decision is final and no correspondence will be entered into.
11. **OPTION 1** - The first valid entry drawn will win a La Boheme The Missing Act Cabernet & Friend 3L Magnum valued at \$100.
12. If **the** prize is unavailable, the Promoter, in its discretion, reserves the right to substitute **the** prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
13. No more than 20 litres of alcohol will be won by New South Wales residents in this participating off-premise outlet. If 20 litres of alcohol has been won by New South Wales residents in this participating off-premise outlet, cash will be awarded in lieu of the remaining alcohol prize(s) in New South Wales.
14. The Promoter encourages consumers to enjoy alcohol 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). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
15. Total prize pool value in Local Liquor Banks is \$**100**]. **Prize is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Subject to the unclaimed prize draw clause, if for any reason **a/the** winner does not take **the** prize (or an element of the prize) then the prize (or that element of the prize) will be forfeited.
17. **A draw for the prize if unclaimed OR A draw for any unclaimed prizes** may take place, in Local Liquor Banks on 03/11/2019 at the same time as the original draw, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw. In the event of **an/any** ACT **winner/s** their **name/s** will be published on a public notice board inside Local Liquor Banks on 03/11/2019.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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](http://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.
23. 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/18/28103**

