

Melba Wine Club Survey Competition Terms & Conditions

1. Information on how to enter and prize(s) form part of these conditions of entry. By entering this competition, entrants agree to abide by these Terms and Conditions.
2. Entry is only open to Australian residents (excluding residents of Northern Territory) aged 18 years and over, who are active members of the De Bortoli Melba Wine Club. Employees (and their immediate families) of the Promoter and its 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 first cousin.
3. Promotion commences on Thursday 13/06/2019 at 9.00am (AEST). Entries close at 11.59pm (AEST) on Sunday 20 June 2019 (the "Promotional Period").
4. To enter the promotion, entrants must:
 - Receive the Melba Wine Club survey invitation email
 - Complete the questions including the section: Tell us in 25 words or less why you love being a member of the Melba Wine Club.
5. The time of entry will in each case be the digital date stamp on your form submission. The Promoter accepts no responsibility for any late, lost or misdirected entries for any reason beyond the reasonable control of the Promoter due to technical disruptions or any other failure, network congestion or for any other reason.
6. By entering this competition you agree that you have read and understand the De Bortoli data notification statement located at <http://www.debortoli.com.au/footer/data-notification-statement/>
7. Incomplete, indecipherable, illegible or late entries will be deemed invalid.
8. Only one (1) entry will be accepted per person. In the case of multiple entries, the first entry will be accepted and any subsequent will be invalid.
9. Only one (1) prize per household is permitted.

FOUR GENERATIONS OF WINEMAKING

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HEAD OFFICE

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HUNTER VALLEY

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10. The Promoter reserves the right, at any time to verify the validity of entries and entrants (including the entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.

11. If there is a dispute as to the identity of an entrant the promoter reserves the right in sole discretion, to determine to identify the entrant.

12. The winner will be notified on Friday 21 June 2019. The winner will be notified by email and then announced on the De Bortoli Wines website www.debortoli.com.au/promotions.

13. The winner will be chosen at De Bortoli Head Wines - 6-8 Research Drive, Croydon, VIC 3136.

14. Prize consists of 1 x bottle of Noble One 2006 and 1 x bottle Riorret Lusatia Park Pinot Noir 2015 valued at \$95. Total prize pool is \$95.

15. All other costs and expenses associated with the prize beyond the specified prize components listed here will be the responsibility of each winner.

17. The Promoter accepts no responsibility for any variation in prize value. If the prizes are unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of similar value.

18. The prize will be posted from the De Bortoli Wines Yarra Valley Estate by Tuesday 25 June 2019 provided that contact details have been provided by winner via email.

19. Once the prize has been posted, De Bortoli Wines will take no responsibility for any delay in delivery, or prizes damaged, delayed or lost in transit.

20. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

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21. The Promoter will not be liable for • any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion; • any theft, unauthorised access or third party interference; • 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; • any tax liability incurred by a winner or entrant; • or accepting or taking of prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

22. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

23. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, or multiple social media accounts to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

24. All entries become the property of the Promoter. The Promoter collects personal information about the entrant to enable them to participate in this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) but no further use of this information will be made without prior consent. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.

25. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this

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promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the promotion, subject to state regulation.

26. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to state regulation.

27. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by any person who tampers with or benefits from any tampering with the entry process or with the operation of the promotion or acts in violation of these Terms and Conditions of entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

28. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider and the responsibility of the entrant.

29. The Prize Winner will be selected by the Judging Panel and the winner will be the most well written and compelling answer.

30. The Promoter's decision is final and no correspondence will be entered into.

31. The prize will be awarded to the person named in the entry.

32. All prize values are the recommended retail value as provided by the supplier and are correct at time of printing.

33. If any 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.

34. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

35. The prize is not transferable or exchangeable and cannot be taken as cash. 36. Each entrant warrants to the Promoter that each entry submitted is an original literary

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work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

37. 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) in any media for an unlimited time period without remuneration for the purpose of promoting the promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

38. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

39. 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.

40. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol guidelines that are available at www.nhmrc.gov.au/publications/synopses/ds10syn.htm.

41. 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: • any technical difficulties or

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equipment malfunction (whether or not under the Promoter's control); • any theft, unauthorised access or third party interference; • 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; • Any variation in prize value to that stated in these Terms and Conditions; • any tax liability incurred by a winner or entrant; or • taking and/or use of a prize.

42. By entering and participating, the entrant agrees to hold harmless, defend and indemnify Facebook and Instagram from and against any and all claims, demands, liabilities, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s).

43. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and Facebook.

44. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

45. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, opt-out, update or correct information to the Promoter. All entries become the property of the Promoter.

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

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