

DE BORTOLI WINES “WINDY PEAK” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 (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.
3. Promotion commences on 01/09/2020 and final entries close at 11:59pm AEST on 31/10/2020 (“**Promotional Period**”).
4. To be eligible to enter, individuals must purchase, in a single transaction, any two (2) 750ml bottles of wine from the Windy Peak wine range by De Bortoli Wines (“**Participating Product**”) from a Participating Outlet during the Promotional Period. A (“**Participating Outlet**”) is a liquor retailer in Australia that stocks 750ml bottles of De Bortoli Windy Peak wines.
5. To enter, individuals must then visit www.debortoli.com.au/windypeakpromotion, follow the prompts to the competition entry page, input the requested details (including their full name, street address, email address, date of birth and contact number) and submit the fully completed online entry form during the Promotional Period. 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 products purchased (which must be a Participating Products) and the date of purchase (which must be during the Promotional Period and prior to the online entry).
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 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.
8. Incomplete or indecipherable entries will be deemed invalid.

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9. Multiple entries permitted, subject to the following:
 - one (1) entry is permitted per transaction regardless of how many Participating Products are purchased in that transaction in excess of two (2);
 - each entry must be submitted separately and in accordance with entry requirements and
 - a maximum of four (4) entries are permitted per person per day.
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. Entries will be divided into the following state/territory groups: VIC/TAS, NSW/ACT, QLD and SA/WA. There will be one (1) draw for each group. The draws will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 05/11/2020 at 2:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The 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/windypeakpromotion from 19/11/2020.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn in each group will each win a TM6 Thermomix valued at \$2,269 (including 2 years warranty, delivery and training/ongoing support) and a Thermomat valued at \$60. Total prize value per state/territory group is \$2,329.
14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. 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.
16. Total prize pool value is \$9,316. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. A draw for any unclaimed prizes may take place on 05/02/2021 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/windypeakpromotion 19/02/2021.
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

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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. 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.
21. 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.
22. 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.
23. 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 PI to any entity outside of Australia.
24. 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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HEAD OFFICE	BRISBANE	MELBOURNE	SYDNEY	PERTH	ADELAIDE	YARRA VALLEY	HUNTER VALLEY
De Bortoli Wines Pty Ltd De Bortoli Road, PO Box 21 Bilbul NSW 2680 T 61 2 6966 0100 F 61 2 6966 0199 debortoli.com.au ABN 77 000 146 672	2 Emeri Street Stapylton QLD 4207 T 07 3287 2500 F 07 3287 1133 dbw_qld@debortoli.com.au	6-8 Research Drive Croydon VIC 3136 T 03 9761 4100 F 03 9761 4192 dbw_vic@debortoli.com.au	24 Cox Place Glenderrim NSW 2761 T 02 8887 6800 F 02 8887 6888 dbw_nsw@debortoli.com.au	Unit 55, Level 2 15 Labouchere Road South Perth WA 6151 T 08 9474 7400 F 08 9474 7499 dbw_wa@debortoli.com.au	PO Box 333 Merleiston SA 5033 T 08 8152 0655 F 08 8343 7879 dbw_sa@debortoli.com.au	Pinnacle Lane Dixons Creek VIC 3775 T 03 5965 2271 F 03 5965 2442 dbw_yana@debortoli.com.au	532 Wine Country Drive Pokolbin NSW 2320 T 02 4993 8800 F 02 4993 8899 dbw_nsw@debortoli.com.au

NSW Permit No. LTPS/20/41983

SA Permit No. T20/248

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ABN 77 000 146 672

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