

‘WIN A WOODFIRED FIRE PIT’ PROMOTION

TERMS AND CONDITIONS

1. Information on how to participate 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 (excluding NT) 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 1st cousin.
4. Promotion commences on Friday 25 July 2025 (AEST). Entries close on Sunday 31 August 2025 at 11:59PM (AEST) (“**Promotional Period**”).
5. To be eligible to enter, individuals must visit <https://shop.debortoli.com.au/>, and purchase at least one product under the ‘AWARD WINNERS’ tab in any single transaction during the Promotional Period.
6. Multiple entries permitted, subject to the following: (a) one (1) entry is permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.

DRAW

7. The draw will take place at De Bortoli, 6-8 Research Drive, Croydon South VIC 3136 at 11:00am AEDST on Tuesday 9 September 2025. 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 by telephone and in writing within seven (7) days of the draw. The winner will be published online at <https://www.debortoli.com.au/whats-on/promotions> on 9 September 2025.
8. The first valid entry drawn will win a Limited Edition De Bortoli Woodfired Firepit valued at \$500.
9. Total prize pool value is \$500. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
10. A draw for the prize, if unclaimed, may take place on Thursday 9 October 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and email within seven (7) days of the draw. The winner's name will be published online at <https://www.debortoli.com.au/whats-on/promotions> on Thursday 9 October 2025.

GENERAL

11. 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.
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.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited.
17. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
19. 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.
20. 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.

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) taking of the prize.
23. 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
24. Any freight costs associated with delivering the box of wine is included. The wines will not be awarded as cash.
25. 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.
26. The Promoter is De Bortoli Wines Pty Ltd (ABN 77 000 146 672) of 6-8 Research Drive, Croydon VIC 3136, telephone 03 9237 7339 ("**Promoter**").