

“EMERI’S GARDEN MOSCATO LUCKY DRAW XIAOHONGSHU” 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) and Chinese residents who are located in mainland China, 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 Wednesday 19 February 2025 (AEST). Entries close on Saturday 1 March 2025 at 11:59PM (AEST) (“Promotional Period”).
5. To be eligible to enter this promotion, individuals must follow, like, and tag a friend in the comment section of the Promotion Post on Rednote. In the event that a following, liking and commenting action is not automatically shown in the feed, it is the entrant’s responsibility to ensure their action has been recorded on Rednote.
6. To enter the promotion, entrants must: A. Follow the relevant De Bortoli Wines Rednote page in which the entry was made. B. Like the promotion post. C. Collect the promotion post. D. Tag 1 friend on the same post at the comment section. E. Optional: Entrants may choose to repost the promotional post on their Rednote feed for an additional entry.
7. The time of entry will in each case be the time each entry is submitted. The Promoter accepts no responsibility for any late, lost or misdirected entries, or any entries not received or included into the draw 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.
8. By entering this competition you agree that you have read and understood the De Bortoli data notification statement located at <http://www.debortoli.com.au/footer/data-notification-statement/>.
9. Incomplete, indecipherable, illegible or late entries will be deemed invalid.
10. Multiple entries will be accepted by the same person.
11. Only one (1) prize per household is permitted.

12. 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.
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 draw will take place at De Bortoli Wines Sales & Marketing Office, 6-8 Research Dr, Croydon VIC 3136 on Tuesday 04 March 2025 at 10:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. Winners will be notified by direct message within two (2) business days of the draw and their account names will be published at the comment section of the Promotional Post on Rednote.
16. The first ten (10) valid entries, amounting to five (5) residing in Australia and five (5) residing in China, drawn will each win a box (six (6) bottles) of Emeri's Garden range wines, consisting of three (3) bottles of Emeri's Garden Pink Moscato and three (3) bottles of Emeri's Garden Moscato (valued at AUD\$89.70 each).
17. 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.
18. A draw for any prize, if unclaimed, may take place on Wednesday 19 March 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified by email within two (2) business days of the draw and their name will be published at the comment section of the Promotional Post on Rednote from 07 April 2025.
19. The Promoter's decision is final and no correspondence will be entered into.
20. Prize values are in accordance with listed pricing from the suppliers or in line with recommended retail pricing. The Promoter accepts no responsibility for any variation in prize value. 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.
21. The Prize winners will be drawn from all valid entries received during the promotion period.

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. 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 boxes of wine is included. The wines will not be awarded as cash.
25. 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 the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
26. 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. Participation in this promotion is subject to the licensee's liquor serving policy.
27. Total prize pool value is AUD\$897. Prize(s), or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
28. 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.
29. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised 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 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.

30. All entries will become property of De Bortoli Wines. All entries will be entered into a database and De Bortoli Wines may use the entrant's names, addresses and email addresses for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering into the competition, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
31. Entrants consent to the Promoter using their names, 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.
32. 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.
33. 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.
34. Any cost associated with accessing the promotional website ("Rednote") is the entrant's responsibility and is dependent on the Internet service provider used.
35. 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.
36. Each entrant warrants to the Promoter that each entry submitted is an original literary 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. 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.

38. 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.
39. 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 participant; or (f) accepting, taking and/or use of a prize except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
40. By entering and participating, entrant agrees to hold harmless, defend and indemnify Rednote from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (a) entrant's participation in the Sweepstake, or (b) 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)).
41. This promotion is in no way sponsored, endorsed or administered by, or associated with Rednote.
42. 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. Participation 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 <http://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

participant. The Privacy Policy also contains information about how participants may opt out, access, update or correct their PI, how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

43. The Promoter is De Bortoli Wines Pty Ltd (ABN 77 000 146 672) of 6-8 Research Drive, Croydon VIC 3136, telephone 03 9237 7300 ("Promoter").