

“DIVICI PROSECCO WIN A TRIP TO ITALY CONSUMER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize 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.
3. Employees (and their immediate families) of the Promoter, Participating Stores (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.
4. Entries into the promotion open on 01/03/2020 and close at 11:59pm AEST on 31/05/2020 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase a minimum of one (1) bottle of Divici Prosecco 750ml from a Participating Store during the Promotional Period (“**Qualifying Purchase**”). A participating store is any liquor store in Australia that displays material advertising this promotion (“**Participating Store**”). Upon making their Qualifying Purchase, in the event a purchase receipt is not automatically provided to them it is the individual’s responsibility to request one. For clarity, individuals will be eligible to receive one (1) entry for every bottle of Divici Prosecco 750ml purchased in a Qualifying Purchase.
6. To enter, individuals must then visit www.debortoli.com.au/divicipromotion, follow the prompts to the promotion entry page, input the requested details including full name, residential address, phone number, valid email address and date of birth and submit the fully completed entry form during the Promotional Period.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of two (2) entries per person per day is permitted in NSW and a maximum of five (5) entries per person per day is permitted in all other states.
8. 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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
9. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 10/06/2020 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 winner will be notified in writing within two (2) business days of the draw and their name will be published at **www.debortoli.com.au/divicipromotion** from 15/06/2020.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a trip for two (2) adults to Italy valued at up to AU\$6,000 depending on date and point of departure. Prize includes:
 - Two (2) x return economy airfares from winner's nearest capital city to Rome, Italy;
 - Six (6) nights twin share 4-star accommodation across Rome, Venice and Florence;
 - Hotel transfers by train; and
 - Breakfast for two (2) adults daily.

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 30/06/2021 and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods including the Italian summer period (1st June – 31 August). The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
16. 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.

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take / redeem the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If the prize (or part of the 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.
19. Total prize pool value is up to \$6,000.
20. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
21. A draw for the prize, if unclaimed, may take place on 11/09/2020 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 in writing within two (2) business days of the draw and their name will be published at www.debortoli.com.au/divicipromotion from **16/09/2020**.
22. 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.
23. 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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.
26. 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.

27. 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.
28. 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.
29. The Promoter is De Bortoli Wines Pty Limited (ABN 77 000 146 672) of 6 – 8 Research Drive, Croydon South VIC 3136, telephone 03 9237 7300.

NSW Permit No. LTPS/20/41664 ACT Permit No. TP20/00113 SA Permit No. T20/109