

“DIVICI PROSECCO WIN A TRIP TO ITALY TRADE” 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 off-premise liquor retailers (each a “**Participating Off-Premise Retailer**”) and on-premise venue (each a “**Participating On-Premise Venue**”) in Australia who stock the Promoter’s products and have been invited by the Promoter to enter.
3. Employees (and their immediate families) of the Promoter 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. **Participating Off-Premise Retailers:** To be eligible to enter and receive one (1) entry into the promotion, Participating Off-Premise Retailers must meet the following criteria during the Promotional Period:
 - a) Purchase a minimum of three (3) cases of Divici Prosecco in one transaction (subject to clause 5; d) below) (“**Qualifying Transaction**”);
 - b) Feature an in-store display (in addition to the in-fridge and on-shelf displays as detailed in clause 5; c) below) with a minimum of three (3) cases of Divici Prosecco for a minimum of four (4) weeks during the Promotional Period;
 - c) Stock Divici Prosecco on display in-fridge and on-shelf for the entire duration of the Promotional Period; and
 - d) Increase Divici Prosecco sales volume by 10% during the Promotional Period vs the previous year (being 01/03/2019 – 31/05/2019). (Each Participating Off-Premise Retailer will have its own sales target according to its previous sales history. This is not applicable for Participating Off-Premise Retailers who have not stocked Divici Prosecco during the same period last year). For Participating Off-Premise Retailers who have not stocked Divici Prosecco prior to this promotion, the purchase requirement as specified in clause 5; a) above will be a minimum of (6) cases of Divici Prosecco.

An official De Bortoli representative will visit each Participating Off-Premise Retailer on dates agreed upon with the Participating Off-Premise Retailer during the Promotional Period to take a photo of the displays as detailed in clauses 5; b) and c) above and keep record that these steps have been completed.

6. **Participating On-Premise Venues:** To be eligible to enter and receive one (1) entry into the promotion, Participating On-Premise Venues must meet the following criteria during the Promotional Period:

- a) Purchase a minimum of three (3) cases of Divici Prosecco in one transaction (subject to clause 6; c) below) ("**Qualifying Transaction**");
 - b) Sell Divici Prosecco by-the-glass or as a 'feature wine' for a minimum of four (4) weeks during the Promotional Period; and
 - c) Increase Divici Prosecco sales volume by 10% during the Promotional Period vs the previous year (being 01/03/2019 – 31/05/2019). (Each Participating On-Premise Venue will have its own sales target according to its previous sales history. This is not applicable for Participating On-Premise Venues who have not stocked Divici Prosecco during the same period last year). For Participating On-Premise Venues who have not stocked Divici Prosecco prior to this promotion, the purchase requirement as specified in clause 6; a) above will be a minimum of (6) cases of Divici Prosecco.
- 7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of cases of Divici Prosecco purchased in excess of three (3) or six (6) in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements as detailed in clauses 5 and 6 above.
- 8. Participating retailers who meet the above criteria in full will be automatically entered into the draw by the Promoter using sales data from the Promotional Period and photographic evidence taken by their official De Bortoli representative.
- 9. The Promoter reserves the right, at any time, to verify the validity of entries and Participating Off-Premise Retailers or Participating On-Premise Venues (including their purchase records) and reserves the right, in its sole discretion, to disqualify any Participating Off-Premise Retailer or Participating On-Premise Venue 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. Cancelled or refunded purchases will not be valid for entry.
- 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. The prize will be awarded to the manager/owner of the respective winning Participating Off-Premise Retailer or Participating On-Premise Venue who may, in his/her absolute discretion, allocate the prize to any employee aged 18 or over of that eligible business ("**Prize Recipient**"). The Promoter takes no responsibility for any such arrangement.
16. 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.
17. 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.
18. Subject to the unclaimed prize draw clause, if for any reason the Prize Recipient 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.
19. 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.
20. Total prize pool value is up to \$6,000.
21. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

22. 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.
23. The Prize Recipient consents 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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/20/41992 ACT Permit No. TP20/00175 SA Permit No. T20/162