

## “WINDY PEAK UBER EATS” PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to NSW, TAS, VIC, WA and QLD residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retailers (as defined below) and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin.
4. Promotion commences on 01/04/2021 and ends at 11:59pm AEST on 31/05/2021, or when the maximum number of valid claims have been received (as detailed in clause 13), whichever is first to occur (“**Promotional Period**”).
5. To be eligible to claim, individuals must purchase, in a single transaction, two (2) bottles of wine from the De Bortoli Windy Peak range from a Participating Retailer during the Promotional Period (“**Qualifying Purchase**”). In the event a purchase receipt is not automatically provided to them by a staff member it is the individual’s responsibility to request one. A participating retailer is any liquor store in NSW, TAS, VIC, WA or QLD (each a “**Participating Retailer**”).
6. To claim, individuals must then visit [www.debortoli.com/windypeakubereatspromo](http://www.debortoli.com/windypeakubereatspromo), follow the prompts to the promotion claim page, input the requested details and submit the fully completed claim form during the Promotional Period, or until the maximum number of valid claims have been received, whichever is first to occur. Offer is strictly limited to the maximum number of valid claims as detailed in clause 13 below.
7. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim 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 claims will be deemed invalid.
9. Only one (1) claim permitted per person. Offer is strictly limited to the maximum number of valid claims as detailed in clause 13 below.

10. Claimants must retain their original or a copy of their purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to a reward. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claim.
11. Claimants will be notified by email.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Claims will be divided into the following groups based on where/how the Qualifying Purchase was made: NSW, TAS/VIC, QLD and WA.
  - The first five hundred (500) valid claims received from Qualifying Purchases made in NSW will receive a \$10 UberEats voucher code;
  - The first five hundred (500) valid claims received from Qualifying Purchases made in TAS/VIC will receive a \$10 UberEats voucher code;
  - The first two hundred (200) valid claims received from Qualifying Purchases made in QLD will receive a \$10 UberEats voucher code;
  - The first sixty (100) valid claims received from Qualifying Purchases made in WA will receive a \$10 UberEats voucher code.
14. The reward is subject to the standard terms and conditions of individual reward and service providers.
15. Any ancillary costs associated with redeeming the UberEats voucher code are not included. Any unused balance of the UberEats voucher code will not be awarded as cash. Redemption of the UberEats voucher code is subject to any terms and conditions of the issuer including those specified on the UberEats voucher code.
16. If for any reason a claimant does not redeem a reward (or an element of the reward) by the time stipulated by the Promoter, then the reward (or that element of the reward) will be forfeited.
17. If any reward (or part of any reward) is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

21. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
22. 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.
23. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.
24. 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](http://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.
25. The Promoter is De Bortoli Wines Pty Limited (ABN 77 000 146 672) of De Bortoli Road, Bilbul NSW 2680, telephone: 02 6966 0100.