BWS Win 1 of 100 MUMM JEROBOAM COMPETITION

TRADE PROMOTION (GAME OF CHANCE) - ABBREVIATED TERMS & CONDITIONS

Promotion Period: 9:00am 6/12/2017 ends 11:59pm AEST 30/01/2018. Entry is open to Australian residents aged 18yr+. Entrants must, during the Promotion Period, purchase any Mumm product from a participating BWS store and keep the receipt; then visit bws.com.au/win/mumm, enter all personal details requested, including 19-digit code from receipt. The prize is a GH Mumm 3L Jeroboam valued at \$419.99. 100 to be won. Winners will be drawn on 7th February 2018. Promoter's decision is final & no correspondence will be entered into. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046) of 167 Fullarton Road Dulwich SA 5065, (02) 8874 8222. See website for full T&Cs. Permit Numbers: NSW LTPS/17/19836; ACT TP 17/02331; SA T17/2184.

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TRADE PROMOTION – GAME OF CHANCE

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants	
Residency	Australia
Age	18+
Special Conditions	
Entry Mechanism	 During the Promotion Period: Purchase from a participating BWS store (including online stores) any Mumm product ("eligible Purchase") and retain Receipt; Participating Products: Mumm 750mL; Mumm NV 6 ANS 750mL; Mumm 3L Visit bws.com.au/win/mumm enter all personal details requested enter 19-digit code from receipt
Entry Limit	Limit 1 entry per Receipt
Purchase period:-	
Commencement Time	9am AEDST
Commencement Date	6th December 2017
Close Time	11:59pm AEDST
Close Date	30 th January 2018
Promotion period:-	
Commencement Time	9am AEDST
Commencement Date	6th December 2017
Close Time	11:59pm AEDST
Close Date	1st February 2018

Nominated Business	Plexus 2/35 Little Bourke Street, Melbourne VIC 3000
Drow Data	
Draw Date	7 th February 2018
Draw Time	12pm AEDST
Prize	1 of 100 GH Mumm Cordon Rouge NV 3L Jeroboams valued at \$419.99 each
	The promotion will not run in NT. There will only be 6 winners drawn from NSW – the remaining prizes will be drawn as normal across states.
Total Prize Value	NSW \$ 2519.94
	ACT, QLD, VIC, WA, SA - \$39479.06
Approved Notification Method	Telephone call and e-mail on 9 th February 2018 The winner will be published at bws.com.au/win/mumm before 16 th February 2018.
Prize Delivery Method	By Australia Post – Signature Required
Prize Delivery Date	Within 28 days of Draw Date, unless otherwise agreed in writing with the winner
Promoter Contact Number	(02) 8874 8222
Re-Draw Date	9 th April 2018
Re-Draw Time	12pm AEST
Re-Draw Notification Method	Telephone call and e-mail before 11 th April 2018

Terms & Conditions

- Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the Schedule to these Terms & Conditions forms part of these conditions.
- 2. Entry is open to **Eligible Entrants**. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.
- 3. To enter the promotion, Eligible Entrants must, complete the Entry Mechanism during the Promotion Period.
- 4. If applicable, the **Entry Limit** applies to entries. Any excess or invalid entries will be deemed invalid.
- 5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the Promotional Period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
- 6. The Promotion Period commences at the **Commencement Time** on the **Commencement Date** and closes at the **Close Time** on the **Close Date**. The judging will take place at the **Nominated Business** on the **Judgment Date** using the **Judgment Criteria**. The Promoter's decision is final and no correspondence will be entered into. This is a game of skill, chance plays no part in determining the winner(s).
- 7. If the entrant's entry is deemed invalid, the Promoter will award the prize to the next best judged entry at the same time and place as the original judging date and repeat this process until the prize is awarded to an Eligible Entrant.

- 8. The **Prize** must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a prize between the publishing date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the prizes must be directed towards the applicable manufacturer and not the Promoter.
- 9. The winner(s) will be notified by the Approved Notification Method.
- 10. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
- 11. The Promoter encourages the responsible use of prize(s), in accordance with applicable State and Federal legislation.
- 12. If for any reason a prize, or any part of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part thereof) for an alternative prize to the same value of the original prize value, subject to any written directions made under applicable State or Territory legislation.
- 13. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within a nominated time period) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency and/or eligibility to enter and/or claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the entrant has not been verified or validated to the Promoter's satisfaction, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any validation and verification of the entrant that the Promoter requires in its sole discretion. In the event that an entrant cannot provide suitable proof, the relevant prize will be offered as the entrant will be disqualified.
- 14. No compensation will be payable if a winner (or their companions if applicable) are unable to use any element of a prize for whatever reason, including refusal of entry or ejection from the location(s) or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited and will not be substituted.
- 15. Liability: Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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) use of a prize.
- 16. 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 because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, 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.

- 17. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
- 18. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy where applicable.
- 19. Right to verify: The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 20. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
- 21. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
- 22. Caution: any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
- 23. Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a draw (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
- 24. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 25. All entries and any copyright subsisting in the entries become and remain the property of the Promoter upon receipt by the Promoter or its agent.
- 26. Where applicable entries are subject to the **Special Conditions**.
- 27. Your Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marking companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The

Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at <u>www.pernod-ricard-winemakers.com</u>.

- 28. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
- 29. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN: 75 007 870 046) of 167 Fullarton Road Dulwich SA 5065, phone: **Promoter Contact Number**.