

**Mumm BWS Melbourne Cup 2023 Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Mumm BWS Melbourne Cup 2023
<b>Promoter:</b>	Pernod Ricard Winemakers Pty Ltd ABN 75 007 870 046, 167 Fullarton Rd, Dulwich, SA 5065, Australia. Ph: 1300 363 153
<b>Promotional Period:</b>	<b>Start date:</b> 06/09/23 at 09:00 am AEST <b>End date:</b> 10/10/23 at 11:59 pm AEDT
<b>Eligible entrants:</b>	Entry is only open to Australian residents (excluding Northern Territory) who are 18 years and over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> <li>a) purchase a Mumm Champagne 750 mL bottle (excludes Mumm Marlborough and Mumm Tasmania 750ml range) from any BWS store within Australia (excludes NT) or at bws.com.au ("Participating Venues"); and</li> <li>b) visit <a href="https://bws.com.au/win/mumm-melbourne-cup">bws.com.au/win/mumm-melbourne-cup</a>, locate the entry page and fill out and submit the online entry form with the requested information (including their personal details) and the receipt number of their qualifying purchase.</li> </ul> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying purchase.</p> <p>The entrant must fill out the online entry form for every entry.</p>
<b>Entries permitted:</b>	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> <li>a) maximum of one (1) entry permitted per qualifying transaction;</li> <li>b) limit one (1) entry permitted per person per day; and</li> <li>c) each entry must be submitted separately and in accordance with the entry instructions above.</li> </ul> <p>The entrant is eligible to win a maximum of one (1) prize (excludes SA residents).</p>
<b>Total Prize Pool:</b>	Up to AUD \$40,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
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<p><b>Major Prize:</b> The prize is a VIP Melbourne Cup Carnival Experience with Mumm Champagne between 05/11/23 and 08/11/23 (inclusive) for the winner and one adult companion which includes:</p> <ul style="list-style-type: none"> <li>• return economy class flights for 2 people from the winner's nearest Australian capital city to VIC (flights are not included if the winner resides in Victoria, and if so, the Promoter will provide return private transfers between the winner's house and the accommodation venue);</li> <li>• return private transfers for 2 people from the airport to accommodation (only provided if winner does not reside in VIC);</li> <li>• VIP tickets to the 2023 Melbourne Cup (in the Mumm VIP Bird Cage on 07/11/23) for the winner and their companion;</li> <li>• 3 nights' twin share accommodation for 2 people at QT Melbourne with daily breakfast included. Only redeemable between 05/11/23 and 08/11/23 (inclusive);</li> <li>• a 60-minute facial spa experience at Crown Melbourne for 2 people Only redeemable between 05/11/23 and 08/11/23 (inclusive);</li> <li>• a 2-hour styling session at a selected David Jones outlet of the winner's choice (either at Bourke Street, Melbourne outlet, or at an outlet in any Australian state Capital city);</li> </ul>	1	Up to AUD\$15,000.00 depending exact point of departure	Draw: computerised random selection – 17/10/23 at 12:00 pm AEDT
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<ul style="list-style-type: none"> <li>• a \$1,000 David Jones voucher;</li> <li>• 1 x dinner experience for the winner and their companion (at a venue determined by the Promoter) valued at up to \$500 Only redeemable between 05/11/23 and 08/11/23 (inclusive); and</li> <li>• \$1,000 spending money cash card (for the winner only).</li> </ul>			
<p><b>Minor Prize:</b> The prize is a \$50 BWS gift card.</p>	500	AUD\$50.00	Draw: computerised random selection - 17/10/23 at 12:00 pm AEDT

<p><b>Prize Conditions:</b></p>	<p><b>Major Prize Conditions:</b></p> <ul style="list-style-type: none"> <li>• Both the winner and their guest must be aged 18 years or over.</li> <li>• This prize is for or relates to Melbourne Cup 2023 at Flemington Racecourse on 07/11/23 (the “Event”). If the winner is unwilling or unable to attend at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.</li> <li>• The Melbourne Cup 2023 tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> <li>• Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>• Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companion must depart from and return to the same departure point and travel together.</li> <li>• Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</li> <li>• The prize is subject to booking and flight availability.</li> <li>• Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>• Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.</li> <li>• The winner may be required to present their credit card at accommodation check in. • The winner and their travelling companion are responsible for meeting all travel and health requirements for any interstate travel. It is the responsibility of the winner and their travelling companion to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their travelling companion. • The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations.</li> <li>• If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu.</li> <li>• The spending money will be awarded in the form of a \$1,000 Vault Digital Cash Card. • The dinner experience for two (2) people will be awarded in the form of a \$500 Vault Digital Cash Card.</li> </ul> <p><b>Gift Card Prize Conditions:</b></p>
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	<p>Any ancillary costs associated with redeeming a gift card is not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p>
<p><b>Winner notification:</b></p>	<p>The Major Prize winner will be notified by phone and in writing within two (2) business days of the draw and will have their name and State/Territory of residence published at <a href="http://bws.com.au/win/mumm-melbourne-cup">bws.com.au/win/mumm-melbourne-cup</a> by 24/10/23 for a period of 28 days.</p> <p>The Minor Prize winners will be notified by email within two (2) business days of the draw.</p>

<p><b>Unclaimed Prizes:</b></p>	<p><b>Major Prize claim date:</b> 5pm (AEDT) on 30/10/23.  <b>Unclaimed Major Prize draw:</b> 10am (AEDT) on 31/10/23 at the same location as the original draw. If the Major Prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will carry out an Unclaimed Major Prize draw at the date, time and place stated above to randomly distribute the prize.</p> <p><b>Minor Prize claim date: by 5pm (AEDT) on 18/12/23.</b>  <b>Unclaimed Minor Prize draw:</b> 10am (AEDT) on 19/12/23 at the same location as the original draw. If a Minor Prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will carry out an Unclaimed Minor Prize draw at the date, time and place stated above to randomly distribute the prize.</p> <p>Any Major Prize redraw winner will be informed by phone and in writing within two business days of the corresponding redraw date (as outlined above). Minor Prize redraw winners will be notified in writing only. Any Major Prize redraw winner will also have their name and state/territory of residence published at <a href="http://bws.com.au/win/mumm-melbourne-cup">bws.com.au/win/mumm-melbourne-cup</a> within seven (7) days of the corresponding draw for a period of 28 days.</p> <p>If the prize remains un-won, or if the prize winner cannot be found, that information will be published at <a href="http://bws.com.au/win/mumm-melbourne-cup">bws.com.au/win/mumm-melbourne-cup</a>.</p>
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
  - a) The draw will be held at 10am (AEDT) on 17/10/23 at Plexus, Level 4 411, Collins St, Melbourne, VIC 3000.
  - i) The first 501 valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) The prizes will be drawn in descending order of value.
  - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the

Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize. 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.

9. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.

10. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>.

11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date. 12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority. 14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

15. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

16. The Promoter and BWS – Beer Wine Spirits (ABN 77 159 767 843) ("BWS") ("the Collectors") gather 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 (including Handling Matters who will be assisting with contacting winners for this promotion), prize suppliers and, as required, to Australian regulatory authorities. Entries are conditional on providing this PI. Each Collector will use and handle PI as set out in its respective Privacy Policy, which can be viewed at <https://www.pernod-ricard.com/en/privacy-policy> (for the Promoter) and at <https://bws.com.au/help/privacy-policy> (for BWS). In addition to any use that may be outlined in each of the Collector's Privacy Policy, the Collectors 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. Each 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. Unless otherwise indicated by the Promoter and/or BWS, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's/BWS' respective Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter/BWS is not liable in this regard. When entrants' personal information is sent to Handling Matters, it will be sent via a password protected spreadsheet (with password sent via separate email). Handling Matters will contact winners and verify/confirm their identity and fulfill prizes to all validated winners.

17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

18. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

26. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guest) and cannot be separated into separate events or components.

27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

29. Authorised under: ACT Permit No. TP 23/01079, NSW Authority No. TP/49 and SA Permit No. T23/843.

