

**“JACOB'S CREEK BETTER BY HALF - WIN HALF A YEAR OF GROCERIES”  
PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 20/01/2021 and close at 11:59pm AEDST on 02/02/2021 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any bottle of Jacob’s Creek Better by Half (“**Participating Products**”) from a Participating Store during the Promotional Period (“**Qualifying Transaction**”). A Participating Store is any BWS store in Australia that stocks the Participating Products and displays advertising material featuring this promotion (“**Participating Store**”). In the event a purchase receipt is not automatically provided to them by a member of staff it is the individual’s responsibility to request one.
6. To enter, individuals must then visit [winning-drinks.com/betterbyhalf](http://winning-drinks.com/betterbyhalf). follow the prompts to the promotion entry page, input the requested details including first name, last name, email address, mobile, post code, date of birth and upload a copy of their purchase receipt 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 Transaction (regardless of the number of Participating Product(s) purchased in excess of one (1) in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.
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 Handling Matters, Unit 40, 1-5 Thew Parade, Cromer, NSW, 2099 on 05/02/2021 at 10:00am AEDST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing by within two (2) business days of the draw and their names will be published at [winning-drink.com/betterbyhalf](http://winning-drink.com/betterbyhalf) from 11/02/2021.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first five (5) valid entries drawn will each win \$3,000 awarded in the form of electronic funds transfer to a nominated Australian bank account provided by the winners.
15. The winners' Australian bank account details will be destroyed as soon as it is confirmed that the funds have been transferred.
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](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. Total prize pool value is \$15,000.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
20. A draw for any unclaimed prizes may take place on 28/05/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by within two (2) business days of the draw and their names will be published at [winning-drink.com/betterbyhalf](http://winning-drink.com/betterbyhalf) from 04/06/2021.
21. 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.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated, or the Prize is not able to be taken due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), pandemic, epidemic, infection by computer virus, bugs, tampering, unauthorised intervention, technical

failures or anything which corrupts or affects 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, or the Prize, or any component of the Prize, as appropriate.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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) use of a prize.
26. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.pernod-ricard-winemakers.com/privacy-statement](http://www.pernod-ricard-winemakers.com/privacy-statement). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. 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.

27. The Promoter is Pernod Ricard Winemakers Pty. Ltd (ABN 75 007 870 046) of 167 Fullarton Road, Dulwich, SA, 5065, telephone 02 8874 8222.

NSW Authority No. TP/00049 ACT Permit No. TP20/##### SA Permit No. T20/#####