

BWS – MUMM MELBOURNE CUP SHOPPER COMPETITION (NATIONAL)

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

Promotion Period: 06/09/2017 - 03/10/2017. Entry is open to Australian residents aged 18yr+. Entrants must, during the Promotion Period, purchase any Mumm product from the BWS website at bws.com.au, continue onto the competition page on the BWS website, enter the receipt number, enter all personal details requested, and answer in 20 words or less how you will celebrate Melbourne Cup Day. One (1) entry per person. Prize: 1x double pass to Melbourne Cup Day with access to the Mumm marquee, 2x return economy flights from winner's nearest capital city to/from Melbourne, and twin share Melbourne accommodation (NSW, ACT & SA winner/s will receive one (1) night's accommodation, QLD, NT, WA & TAS winner/s will receive two (2) nights' accommodation for two people, VIC winner/s will not receive airfare or accommodation) valued at up to approx. \$10,000. Two (2) Prizes to be won. Winners: the two most creative entries as judged by a panel of judges in its sole discretion on 06/10/2017 10:00am. Winners will be notified by telephone. The 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 9370. See BWS website for full T&Cs.

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TRADE PROMOTION – GAME OF SKILL

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants Residency Age Special Conditions	Australia 18+ The entrant must consent to the Nominated Business sharing his/her Personal Information provided in the entry form with the Promotor.
Entry Mechanism	During the Promotion Period, entrants must: <ol style="list-style-type: none">1. Purchase any Mumm product from the BWS website at bws.com.au (Eligible Purchase), and retain receipt number.2. Continue onto the competition page on the BWS website, enter receipt number for the Eligible Purchase, enter all personal details requested, and answer in 20 words or less, "How will you celebrate Melbourne Cup Day?"
Entry Limit	One (1) entry per person
Promotion Period Commencement Time Commencement Date Close Time Close Date	12am AEST 6 September 2017 11:59pm AEST 3 October 2017
Nominated Business	Woolworths Limited trading as BWS – Beer Wine Spirits (ABN 88 000 014 675) 1 Woolworths Way, Bella Vista NSW 2153
Judgment Date	6 October 2017

Judgment Criteria	The two (2) most creative answers that comply with these Terms & Conditions will be the winners
Prize	One (1) of two (2) Double Passes to Melbourne Cup Day on 7 November 2017 including access to the Mumm marquee, 2x return economy flights from winner's nearest capital city to/from Melbourne and twin share accommodation in Melbourne (NSW, ACT & SA winner/s will receive one (1) night's accommodation, QLD, NT, WA & TAS winner/s will receive two (2) nights' accommodation, VIC winner/s will not receive airfare or accommodation), valued at up to approximately \$11,000.00 each (GST inclusive)
Total Prize Value	Up to approximately \$22,000.00 (GST inclusive)
Approved Notification Method	Telephone within two (2) business days of Judgment Date
Prize Delivery Method	Australia Post
Prize Delivery Date	Seven (7) days after winner has provided their postage address
Special Conditions	
Promoter Contact Number	(02) 8874 9370

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.
- 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.
- To enter the promotion, Eligible Entrants must, complete the **Entry Mechanism** during the **Promotion Period**.
- If applicable, the **Entry Limit** applies to entries. Any excess or invalid entries will be deemed invalid.
- 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.
- 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).
- 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.
- 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.
- 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 within the time requested, that entrant's entry will become invalid. Proof of identification, 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 forfeited and no substitute will be offered as the entrant will be disqualified.
14. The winner must travel with a partner also aged over 18 years ("**Travelling Companion**").
15. The Travelling Companion must travel with the winner on the same itinerary (including, but not limited to, flights and transfers). The costs of any alternative or additional travel will not be borne by the Promoter and any elements of the Prize not used will be forfeited and not substituted.
16. The winner must confirm his or her eligibility to be awarded the Prize, and to attend on the nominated date(s), within two (2) business days of being successfully notified by the Promoter, otherwise that winner's entry will be deemed invalid
17. The Prize must be taken on the dates nominated by the Promoter to coincide with the applicable redemption period/redemption date otherwise the entire Prize is forfeited. Reasonable notice of the departure date will be given to the winner. No extension or variation of the Prize dates will be permitted. All components of the Prize must be taken together. Any element of the Prize not taken will be forfeited and not substituted.
18. Acceptance of the Prize is subject to any prevailing terms and conditions of the accommodation/transport/services providers and, in particular, health, behaviour, age and safety requirements. No compensation will be payable if the winner or his or her Travelling Companion is unable to use any element of the relevant Prize as stated for whatever reason, including refusal of entry or ejection from the locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of the Prize that is not taken for any reason is forfeited.
19. The winner and his or her Travelling Companion must travel together and depart from and return to the same departure point. The winner and his or her Travelling Companion may not accrue frequent flyer points. Use of the travel component and any passes or vouchers issued as part of a Prize may be subject to prevailing terms and conditions of use of the suppliers of components of a Prize. The travel component cannot be used in conjunction with travel discounts or special offers. Travel and accommodation will be arranged and booked on the winner's behalf by the Promoter or an agent of the Promoter's choosing. Once booked, changes to travel times or arrangements will be at the expense of the winner and the winner's Travelling Companion. Any transportation to/from the airport in the winner's nearest capital city is the responsibility of the winner.

20. All additional costs not expressly stated but which may be incurred in acceptance and use of a Prize is the responsibility of the winner and his or her Travelling Companion. Such additional costs include, but are not limited to, meals, beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable), insurance, travel insurance, passports and visas (if applicable). The winner and his or her Travelling Companion may be required to present a credit card and/or identification at time of accommodation check-in.
21. Where applicable, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize if the Promoter determines, in its absolute discretion, that the prize winner (or any of their companions where applicable) are not in the mental or physical condition necessary to be able safely to participate in the prize.
22. 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.
23. 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.
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 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.
25. 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.
26. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy where applicable.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Where applicable entries are subject to the **Special Conditions**.

Your Personal Information is being collected by the Nominated Business to include entrants in the promotion and where appropriate award prizes. The Nominated Business' Privacy Policy explains how you may seek correction to Personal Information it holds and how to make a complaint and is available at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>. The Nominated Business will share your Personal Information provided in the entry form with the Promoter. It is a condition of entry that entrants consent to this sharing of Personal Information. 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 marketing 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 www.pernod-ricard-winemakers.com.

35. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
36. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046) of 167 Fullarton Road, Dulwich SA 5065, phone: (02) 8874 9370.