

**NEPENTHE WINES**  
**WIN A TRIP TO THE ADELAIDE HILLS PROMOTION**  
**("PROMOTION")**  
**TERMS AND CONDITIONS**

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants are representing to the Promoter that they have read, understood, agree with and accept in full these Terms and Conditions.
2. The Promoter is Australian Vintage Ltd (ABN 78 052 179 932) of 2 Queens Place, Balmain NSW 2041 ("**Promoter**"). Telephone (02) 8345 6377.
3. The promotional period commences at 9.00 am AEDST Wednesday, 21 March 2018 and ends at 11:59PM pm AEDST Tuesday, 1 May 2018 ("**Promotional Period**").
4. Entries are open to Australian residents aged 18 years and older. Employees of the Promoter, their immediate families, their agents or anyone professionally associated with the 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 first cousin.
5. The prize consists of two (2) nights' accommodation for two (2) people at Mount Lofty House (including breakfast) valued at \$1000 plus food vouchers to the value of \$500; a one (1) hour private helicopter ride with South Coast Helicopters for two (2) people (each person must weigh under 100kg) valued at \$1200; a picnic lunch with a private tasting and vineyard tour at Nepenthe Wines valued at \$150; and return transfers from Mount Lofty House to Nepenthe Wines valued at \$120. Total prize value is \$2,970AUD. There is one (1) prize to be won.
6. The Promotion is a game of chance. To be eligible to enter, individuals must:
  - a. Purchase a bottle of Nepenthe Wines wine from a participating South Australian BWS store ("**Qualifying Purchase**");
  - b. Visit the BWS website at [www.bws.com.au/win/nepenthe-adelaide-hills-trip](http://www.bws.com.au/win/nepenthe-adelaide-hills-trip) and
  - c. Enter a unique code from their BWS receipt.
7. All entries become the property of the Promoter.
8. The Promoter reserves the right, at any time (including, for the avoidance of doubt, after the selection of the winning entry), to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
9. Incomplete, indecipherable or illegible entries will be deemed invalid. Entries submitted through third parties, using automated means or agents will not be eligible.

10. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Purchase; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of six (6) entries are permitted per person.
11. Entrants must retain their original or a copy of their 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.
12. The first valid entry drawn, from all valid entries received, will win the prize. The draw will take place at 10:00 am AEDST on Friday, 4 May 2018 at Australian Vintage Limited, 2 Queens Place, Balmain NSW 2041. The winner will be announced on [www.nepenethe.com.au](http://www.nepenethe.com.au), [www.bws.com.au/win/nepenethe-adelaide-hills-trip](http://www.bws.com.au/win/nepenethe-adelaide-hills-trip) and notified separately by a telephone call within two (2) working days of the draw.
13. To claim the prize, the winner must submit to the Promoter within 10 days satisfactory evidence of age and such other verification as the Promoter may require, (in accordance with clause 8 above). The winner will receive the prize upon communicating their preferred travel dates (subject to availability).
14. The Promoter's decisions is final and no correspondence will be entered into.
15. The winner of the prize must take the prize(s) as described and on the conditions stated in these Terms and Conditions, and prize(s) cannot be used in conjunction with any other offer.
16. Subject to clause 22, if for any reason a winner does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. All ancillary costs associated with taking or using the prize are not included and are the responsibility of the winner and their travel companion. Accordingly, the winner and their travel companion are solely responsible for the organisation of a trip to use the prize and payment of any costs associated with using the prize, which may include, without limitation, return transfers to the Adelaide Hills, any travel costs in excess of the prize amount, optional excursions, additional meals, spending money and all other out-of-pocket expenses.
18. The prize is subject to the Mount Lofty House and South Coast Helicopters terms and conditions, which the Promoter is not responsible for and has no control over. Entrants acknowledge and agree that they are solely responsible for reviewing, understanding and complying with the Mount Lofty House and South Coast Helicopters terms and conditions that apply to the prize, which can be accessed here: <https://www.thebookingbutton.com.au/properties/gmloftydirect?> and <http://southcoasthelicopters.com.au/10/terms-&-conditions>.
19. Total prize pool is valued at \$2,970. The prize is not transferable or exchangeable and cannot be redeemed for cash and will expire if not booked and used by the date(s) referred to in clause 20.
20. The prize is required to be booked by 4 November 2018 and used by 31 December 2018. The winner will need to provide six (6) weeks' notice of preferred travel dates. Travel dates are subject availability and blackout periods apply. The prize is for a maximum of [two] (2) participants and one (1) must be the winner. Both participants must be 18 years or over.

21. The Promoter encourages consumers to enjoy alcohol 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).
22. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. A draw for the prize, if unclaimed, may take place on 5 August 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. The first valid entry drawn will be the winner. The winner will be announced on [www.nepenthe.com.au](http://www.nepenthe.com.au) and notified separately by a telephone call within two (2) working days of the draw.
24. Entrants consent to the Promoter using their name, likeness, image, voice and/or public social media posts or comments, such as those made on a Facebook page and/or Instagram profile, in the event they are the 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.
25. 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 (such as system failures on the websites or applications used for this Promotion (if applicable)), unauthorised intervention or fraud, 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.
26. Any costs associated with accessing the BWS website are the entrant's responsibility. These may be dependent on the internet service provider used.
27. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, to the fullest extent legally possible, 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 the prize.

29. BWS may collect personal information ("PI") in the course of this Promotion. The collection, use and handling of any PI collected by BWS for this Promotion will be in accordance with the BWS Privacy Policy, which can be viewed on its website.
30. The Promoter may collect 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 may be conditional on providing this PI. The Promoter will use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.australianvintage.com.au/terms-and-policies/>. 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, profiling and direct marketing purposes, including sending emails to, or telephoning, the entrant. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing communications from the Promoter and 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

## **ABBREVIATED TERMS AND CONDITIONS**

### **NEPENTHE PROMOTION**

#### **WIN A TRIP TO THE ADELAIDE HILLS**

**Terms and Conditions:** Open to Australian residents aged 18+ who purchase from a South Australian BWS store. Promotion is open from 9.00 am AEDST Wednesday, 21 March 2018 to 11.59 pm AEDST Tuesday, 1 May 2018. To enter, buy one bottle of Nepenthe Wines and go online to [www.bws.com.au/win/nepenthe-adelaide-hills-trip](http://www.bws.com.au/win/nepenthe-adelaide-hills-trip) during the Promotional Period. Multiple entries permitted. Prize is accommodation at Mount Lofty House in the Adelaide Hills including breakfast and food vouchers, a private helicopter ride, a picnic with wine tasting and tour of Nepenthe Wines and return transfers from Mount Lofty House to Nepenthe Wines. Prize must be used by 31 December 2018. Prize valued at \$2,970AUD. Prize is not transferrable or redeemable for cash. Any ancillary costs are the responsibility of the winner and any companions. Promoter is Australian Vintage Ltd (ACN 052 179 932) of 2 Queens Place, Balmain NSW 2041, telephone (02) 8345 6377. Please read the full terms and conditions available [www.bws.com.au/win/nepenthe-adelaide-hills-trip](http://www.bws.com.au/win/nepenthe-adelaide-hills-trip) prior to entering this Promotion. Prize also subject to the terms and conditions for Mount Lofty House and South Coast Helicopters.