

## “WIN WITH GRANT BURGE” 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 Retailers (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 30/11/22 and close at 11:59PM AEDT on 04/01/23 (“**Promotional Period**”).
5. To be eligible to enter, entrants must, during the Promotional Period, spend \$18 or more on any Participating Product (defined below) in a single transaction from Participating Retailer (“**Qualifying Transaction**”). A participating retailer is any BWS retailer in Australia that stocks any Participating Product and displays advertising for this promotion (“**Participating Retailer**”). In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant’s responsibility to request one.
6. A participating product is any of the following:
  - GB Lot Fiano 6P 750ml;
  - Grant Burge Aged Tawny;
  - Grant Burge Cameron Vale Cabernet Sauvignon;
  - Grant Burge Classic Collection Cabernet Sauvignon;
  - Grant Burge Classic Collection Merlot;
  - Grant Burge Classic Collection Shiraz;
  - Grant Burge Filsell Shiraz;
  - Grant Burge Hillcot Merlot;
  - Grant Burge Holy Trinity Grenache Shiraz Mourvedre;
  - Grant Burge Miamba Shiraz;
  - Grant Burge Pinot Noir Chardonnay 200ml;
  - Grant Burge Pinot Noir Chardonnay NV;
  - Grant Burge Sparkling Rose;
  - Grant Burge Summer Chardonnay;
  - Grant Burge Barossa Ink Shiraz Bubbles 750ml;
  - Grant Burge Pink Ink Rose 6P 750ml;
  - Gb Chilled Red 6p 750ml;
  - Grant Burge Prosecco;
  - Grant Burge Prosecco Zero;
  - GB Barossa Ink Cab Sav;
  - GB Barossa Ink Shiraz;
  - GB Coonawarra Ink;
  - GB Margaret River Ink;
  - GB McLaren Vale Ink; and
  - Grant Burge Pink Ink Rose 6P 750ml.

(each a “**Participating Product**”)

7. To enter, after making their Qualifying Transaction, entrants must complete the following steps during the Promotional Period:
  - visit [www.winwithgrantburge.com](http://www.winwithgrantburge.com) OR scan the QR code found on the neck of a Participating Product OR scan the QR code found on the wobblers in any Participating Retailer;
  - follow the prompts to the promotion entry page;
  - input the requested details including their first name, surname, State/Territory, email address, telephone number, name of product purchased and location of the Participating Retailer where Qualifying Transaction was made;
  - confirm that they are over the age of 18 years of age;
  - upload their receipt; and then
  - submit the fully completed entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Transaction regardless of the number of Participating Products purchased in that transaction in excess of one (1) and/or the amount spent in the Qualifying Transaction in excess of \$18; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. 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.
10. 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.
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. Incomplete or indecipherable entries will be deemed invalid.
13. The draw will take place at Collins On Bourke, Suite 1.24, 90 Bourke Road, Alexandria, NSW 2015 on 16/01/23 at 11:00AM AEDT 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 by telephone and email within seven (7) business days and will be published on [www.winwithgrantburge.com/winners](http://www.winwithgrantburge.com/winners) from 18/01/23.
14. The Promoter’s decision is final, and no correspondence will be entered into.

15. The first valid entries drawn will win the Major Prize, valued at up to \$14,800, depending on the winner's point of departure. The Major Prize includes:
  - \$10,000 cash;
  - Return economy class airfares from the winner's nearest Australian capital city to Melbourne for two (2) adults;
  - Return airport transfers between Melbourne Airport and hotel;
  - Two (2) nights' accommodation in a 4.5 star or above hotel located in Melbourne CBD;
  - A bespoke cocktail making experience for two (2) adults with Alex Boon at the Pearl Diver Cocktail and Oyster Bar;
  - \$300 gift voucher for San Telmo Restaurant; and
  - A chance to meet Dylan Alcott.
16. Meeting with Dylan Alcott is not guaranteed and is subject to Dylan Alcott's schedule and goodwill on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that the meeting with Dylan Alcott cannot be offered for any reason.
17. The cash component of the Major Prize will be awarded in the form of an electronic funds transfer (EFT). Winner is responsible for providing full and accurate bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.
18. Additional spending money, meals, taxes, insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs incurred as a result of taking part in the Major Prize are not included. In the event the winner resides in VIC, flights will not form part of the Major Prize and this element of the Major Prize will be forfeited and will not be awarded as cash.
19. It is the responsibility of the winner and their companion to ensure that they have full and correct documentation for travel and other travel documentation (including, without limitation, proof of COVID-19 vaccination in an appropriate form, if required) at their own cost. The winner and companion must depart from and return to the same departure point and travel together. The winner's companion must be over the age of 18 years of age.
20. The Major Prize must be taken within twelve (12) months of the prize draw date and is subject to booking and flight availability. Travel is not permitted during or surrounding public holidays and major events of peak periods. If the Major Prize is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
21. Frequent flyer points will not form part of the Major Prize. Trip is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present their credit card at time of accommodation check in.
22. Once flight dates have been confirmed by the prize provider/s, no further changes will be allowed. The itinerary is to be determined by the Promoter in its absolute discretion.
23. The Promoter, prize provider/s and/or activity operators, in their absolute discretion, at all times reserve the right to prevent the winner and/or their companion from

participating in any activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason.

24. As a condition of accepting the Major Prize, the winner and companion must sign any legal documentation as and in the form required by the Promoter and/or prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. Subject to the unclaimed prize draw clause, if, for any reason, a winner does not take the Major Prize (or an element of the Major Prize) by the time stipulated by the Promoter, then the Major Prize (or that element of the Major Prize) will be forfeited.
26. If the Major Prize (or part of the Major Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Major Prize (or that part of the Major Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Any ancillary costs associated with redeeming the gift voucher is not included. Any unused balance of the gift voucher card will not be awarded as cash. Redemption of the gift voucher is subject to any terms and conditions of the issuer including those specified on the gift voucher itself.
28. Total prize pool value is up to \$14,800. Major Prize, or any unused portion of the Major Prize, is not transferable or exchangeable and cannot be taken as cash or re-sold, unless otherwise specified.
29. A draw for the Major Prize, if unclaimed, may take place on 20/02/23 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within seven (7) business days and will be published on [www.winwithgrantburge.com/winners](http://www.winwithgrantburge.com/winners) from 22/02/23.
30. 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.
31. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Major Prize, subject to any written directions from a relevant State and/or Territory regulatory authority.
32. 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, pandemic, 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.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
34. 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.

35. 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 Major 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 Major Prize.
36. The Promoter collects 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at <https://accoladewines.com/privacy-policy/>. 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 and profiling purposes, including sending electronic messages or telephoning the entrant. The 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. The Promoter will not disclose PI to any entity outside of Australia.
37. The Promoter is ACCOLADE WINES AUSTRALIA LIMITED (ABN 86 008 273 907), Level 10, 9 Castlereagh Street Sydney NSW 2000 (phone: 1800 088 711) ("**Promoter**").

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