

## AUSTRALIA IS SPARKLING 2023 – DISCOVER YOUR BUBBLE

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Accolade Wines Australia Limited (ABN 86 008 273 907) of Level 10, 9 Castlereagh Street Sydney NSW 2000, telephone 02 8336 8222. (**'Promoter'**).
3. Entry is only open to Australian residents aged 18 years or older.
4. Employees (and their immediate families) of the Promoter 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.
5. Entries into the promotion open on 29/03/2023 and close at 11:59pm AEDST on 25/04/2023 (**'Promotional Period'**)
6. To be eligible to enter, individuals must, during the Promotional Period:
  - a) purchase any of the following participating products of sparkling wine from any BWS store nationally (**'Participating Store'**):  
The participating SKUs – (**'Qualifying Product'**)
    - Grant Burge
      - Grant Burge Pinot Noir Chardonnay NV;
      - Grant Burge Pinot Noir Chardonnay Rose NV;
      - Grant Burge Prosecco;
      - Grant Burge Cuvee Brut;
      - Grant Burge Pinot Noir Chardonnay Piccolo 200ml;
      - Grant Burge Prosecco Zero;
    - Arras
      - House of Arras Premium Cuvee NV
      - House of Arras Brut Elite Chardonnay Pinot Noir
      - House of Arras Tasmanian Rose
      - House of Arras Tasmanian Grand Vintage
      - House of Arras Cuvee Brute NV
    - Croser
      - Croser Hills Non Vintage
      - Croser Vintage
      - Croser Adelaide Hills x 78 degrees NV
  - b) obtain proof of that qualifying purchase (for example a receipt);
  - c) scan the QR code on POS or visit [www.accoladesparkling.com.au](http://www.accoladesparkling.com.au);
  - d) follow the prompts to the promotion entry page, provide the requested details (including their full name, email address and telephone number) select product purchased, receipt date, receipt number, must be 18+; and
  - e) upload a copy of their proof of purchase.
7. Entrants must retain their proof of purchase.

\*Subject to availability - Grant Burge Prosecco, Grant Burge Rose

8. . Failure to provide a picture of proof of purchase at time for entry 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.
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. Multiple entries permitted, subject to the following:
  - (a) only one (1) entry permitted per Qualifying Purchase;
  - (b) each entry must be submitted separately and in accordance with entry requirements set out in cl.6; and
  - (c) a maximum of two (2) entries per person per day is permitted.
12. The Major Prize Draw will take place at 1.24, 90-96 Bourke Road, Alexandria 2015 NSW on 02/05/2023 at 11am AEDST, in the presence of an independent scrutineer. The Promoter may draw additional entries and record them in the order drawn in the event that an invalid entry or ineligible entrant is drawn. The Promoter will draw the Major Prize winner from all valid entries received by the Promoter during the Promotional Period. The Major Prize winner will be the registered owner of the phone number provided at the time of entry.
13. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The promoter may draw additional entries and record them in order in case an invalid or ineligible entrant is drawn.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first (1) drawn valid entry from the Major Prize draw will win a trip to Tasmania experience for you and 3 friends with a RRP of up to \$10,000 AUD. The trip includes:
  - Return economy airfares for 4 people between the winners nearest Australian capital city to Tasmania;
  - All airline and airport taxes;
  - Return private transfers from airport to accommodation
  - 3 Nights, 4 star accommodation in Launceston - twin rooms with breakfast included
  - Cradle Mountain tour with lunch for 4 - admire views of Cradle Mountain, enjoy guided walks at Dove Lake and Weindorfers forest, and see the Sheffield Murals
  - Tasmanian Explorer tasting & Riesling Masterclass for 4 at House of Arras Bay of Fires Cellar Door
  - Uber credit to get to and from House of Arras Bay of Fires Cellar Door
  - AUD \$500.00 spending money

**("Major Prize").**

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. The Major Prize winner will be contacted by phone and email within 7 business days of the draw using the details provided at the time of entering the promotion.
18. The Major Prize is valid for 12 months from when the Major Prize winner's name is drawn. Block out periods include 10 December 2023/2024 until 25 January 2023/2024 and from 20 June 2023/2024 until 10 August 2023/2024 along with all other special event periods.

19. All bookings must be made a minimum of 60 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via the Promoter's chosen travel partner and their agents.
20. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by the Promoter's chosen travel partner and the airline carriers in accordance with normal travel practices.
21. The Major Prize winner is responsible for any amendments, fees issued by airlines or suppliers once booking is confirmed and ticketed. The Major Prize winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred.
22. It is the winner's responsibility to organise transport to and from the airport when both departing and returning to their closest Australian major city.
23. Prize winner and their travel companion must have valid travel insurance for their period of travel, and may be required to provide a credit card upon checking into their hotel.
24. The Prize winner and their travel companion/s are responsible for ensuring they have all necessary drivers license, passports, visas and other travel documentation that may be required (including any documentation that may be required that relates to attempts to prevent the spread of Covid-19).
25. 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 recover damages or other compensation from such an offence are reserved.
26. Incomplete or indecipherable entries will be deemed invalid.
27. 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.
28. The total prize pool value is up to AUD\$10,000.00
29. The names of all prize winners will be published online at [www.accoladesparkling.com.au](http://www.accoladesparkling.com.au)/winners on 04/05/23
30. Any ancillary costs associated with redeeming a Major Prize are not included. Redemption of the Major Prize is subject to any terms and conditions of the issuer including those specified by the Promoter's chosen travel partner and their agents.
31. The Promoter's decision is final, and no correspondence will be entered into.
32. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
33. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
34. Prizes, or any unused portion of a prize, are not transferable, exchangeable, or redeemable for cash. If the winner cannot accept or take part in the Prize for any reason, the winner will forfeit the Prize, and no compensation will be payable.

35. A draw for any unclaimed or un won prizes may take place on 26/07/2023 at 1.24, 90-96 Bourke Road, Alexandria 2015 at 11am AEDT, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at [www.accoladesparkling.com.au/winners](http://www.accoladesparkling.com.au/winners) from 28/07/2023.
36. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any unclaimed or un won instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
37. 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 prompting any products manufactured, distributed and/or supplied by the Promoter.
38. 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, 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.
39. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
40. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (2010), or any other implied warranties under the Australian Securities and Investments Commission Act 2001 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.
41. 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, unauthorized 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 (g) use of a prize.
42. 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://acoladewines.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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's 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 is not liable in this regard.

43. **Enjoy alcohol responsibly.** Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: [www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol](http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol). See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at [www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf](http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf). Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.

All advertising material for this competition will include a message regarding responsible consumption of alcohol. Where alcohol is available as part of the prize, it will be served in line with the responsible service of alcohol guidelines carried out by the venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.

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