

Date Night In BWS Dinner's On Us Promotion

Terms and Conditions

Who is running the competition?	The Promoter is Treasury Wine Estates Australia Limited (ABN 78 145 321 320), 58-82 Queensbridge Street, Southbank Vic 3006. Phone: (03) 8533 3000.
When will the competition start and end?	The purchase period for the competition starts at 12.01am (AEST) on 16/05/18 and ends at 11.59pm (AEST) on 29/05/18 (the Purchase Period). The entry period for the competition starts at the start of the Purchase Period and ends at 11.59pm (AEST) on 01/06/18 (the Entry Period).
Who can enter?	Only Australian residents aged 18 or over can enter.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies or participating outlet(s) associated with this competition, and their immediate families, can't enter.
Where will the competition run?	The competition will run in participating BWS outlets in all Australian states and territories (Outlets).
Do I need to buy anything to enter?	Yes. During the Purchase Period, you need to spend \$20 or more in one transaction on Pepperjack, 19 Crimes, Squealing Pig, Yellowglen Colours, Wolf Blass BLASS, Wolf Blass BLASS Reserve, Wolf Blass Yellow Label, Matua Taste or Annie's Lane ranges (Qualifying Purchase) for off premise consumption from an Outlet (includes online purchases from www.bws.com.au) and retain your receipt for proof of purchase.
Entry instructions	After you have made a Qualifying Purchase, you must during the Entry Period, visit www.bws.datenightin.com.au (Website) and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting in entry into this competition, including having the requisite photograph capability. Purchase receipt(s) must clearly identify the Outlet of purchase (which must be a participating Outlet), the product/s purchased (which must comprise a Qualifying Purchase), and the date of purchase (which must be during the Purchase Period before you submitted your entry).
How many winners will there be and how will they be chosen?	There will be a total of 532 winners determined in respect of this competition. 1 draw will be held at 3pm (AEST) on 04/06/18 at Prime Focus, Level 1, 500 Chapel St, South Yarra VIC 3141. The first 532 valid entries drawn randomly from the entries received during the Entry Period will each win a prize. The Promoter may draw additional reserve entries in the draw and

	record them in order, in case a winning entry/entrant is deemed invalid (Reserve Entrants).
What can I win?	<p>There are in total up to 532 prizes available.</p> <p>Each prize is a \$40 Woolworths gift card.</p> <p>After verification of winners, prizes will be sent via email to the email address each winner supplied in the online entry form. Winners are responsible for checking their email address and taking any necessary steps to claim and redeem their prize.</p> <p>If the Promoter receives an error message after attempting to send the prize in accordance with the above, they will contact the winner via alternative contact methods (as supplied in the winner's original entry) in order to arrange delivery of the prize.</p>
Total prize pool	The total prize pool is up to \$21,280.
How many times can I enter?	You can enter multiple times, provided you only enter once per Qualifying Purchase receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winners be informed?	If you are a winner, you will be informed in writing by email within two days of the draw.
Must I keep anything to verify my entry?	You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Purchase receipt(s) must be identical to the image uploaded by you with your entry. If, in the Promoter's opinion, you have shared any receipt(s) with another person, your entries will be invalid and you will lose any right to a prize.
If I win, when must I claim my prize?	You must claim your prize in accordance with the instructions provided in the email enclosing the voucher.
What if a prize cannot be delivered to a winner?	<p>If a prize has not been successfully delivered to a winner via email (i.e. if the Promoter receives error messages from a winner's email address and cannot get in contact with the winner to arrange successful delivery of the prize) by 5pm (AEST) on 04/09/18, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at 3pm (AEST) on 05/09/18 at the same location as the original draw to distribute the relevant prize.</p> <p>Any such winner/s will be informed by email within two days of determination.</p>
Permit numbers	Authorised under ACT Permit No. TP18/00789, NSW Permit No. LTPS/18/23644 and SA Licence No. T18/609.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. If you return a product comprising a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online message confirming your entry. The Promoter is not liable for any problems with communications

networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 3 Each prize is subject to the conditions imposed by the supplier, including any validity period.

General

- 4 If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 10 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 11 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 12 Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. Your participation in this competition is subject to each Outlet's liquor serving policy.

Liability

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes.
- 16 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 17 The information you provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its contractors and agents to assist in conducting this competition or communicating with you. By entering this competition, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. If you have marked the "opt-in" box on the entry form relating to BWS using your personal information for future marketing purposes, you consent to BWS keeping your personal information on its database and contacting you by electronic messaging. BWS' privacy policy is located at <https://bws.com.au/help/privacy-policy>. By entering this competition, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <https://www.tweglobal.com/privacy>, contains information about:
 - (a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;
 - (b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - (c) whether the personal information the Promoter holds about you will be provided to overseas companies, and if so, in which countries those companies are located.