

## 19 Crimes Hideout House Promotion Terms and Conditions

<b>Promoter</b>	Treasury Wine Estates Australia Limited (ABN 78 145 321 320), Level 8, 161 Collins Street, Melbourne VIC 3000.							
<b>Competition Period</b>	12.01am (AEDT) on 09/03/2022 to 11.59pm (AEST) on 19/04/2022.							
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.							
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.							
<b>Where will the competition run?</b>	The competition will run in participating liquor outlets (including online) which are displaying promotional material ( <b>Outlets</b> ) in Australia.							
<b>Website</b>	<a href="http://www.19crimespromo.com.au">www.19crimespromo.com.au</a>							
<b>Qualifying Purchase</b>	Any bottle of 19 Crimes wine.							
<b>Entry instructions</b>	<p>You must, during the Competition Period:</p> <p>(c) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and</p> <p>(d) visit the Website, locate the entry page 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,</p> <p>to enter the major prize draw to see if you have provisionally won an instant prize and if so, which instant prize you have won.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>							
<b>How are instant win prizes awarded?</b>	<p>There are 201 instant win prizes available to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at KollwitzOwen, Suite 389/44 Lakeview Drive, Scoresby VIC 3179 (<b>KollwitzOwen</b>).</p> <p>The first valid entry received on or after each pre-determined time will win an instant prize.</p>							
<b>How many drawn winners will there be and how will they be chosen?</b>	<p>There will be 3 drawn winners determined in respect of this competition.</p> <p>There will be 1 major prize draw conducted.</p> <p>The major prize draw will be held at 2pm (AEST) on 20/04/2022 at KollwitzOwen.</p> <p>The first 3 valid entries drawn randomly from the entries received during the Competition Period (including previous instant winning entries) will win a major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>							
<b>What can I win?</b>	<p>There are up to 205 prizes available – 202 instant win prizes and 3 major prizes.</p> <p><b>Instant win prizes</b> are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Prize</th> <th style="text-align: left;">Number available</th> <th style="text-align: left;">Total value</th> </tr> </thead> <tbody> <tr> <td>\$20 digital Visa voucher</td> <td>100</td> <td>\$2,000</td> </tr> </tbody> </table>		Prize	Number available	Total value	\$20 digital Visa voucher	100	\$2,000
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	<table border="1"> <tr> <td>\$50 digital Visa voucher</td> <td>50</td> <td>\$2,500</td> </tr> <tr> <td>\$100 digital Visa voucher</td> <td>30</td> <td>\$3,000</td> </tr> <tr> <td>\$250 digital Visa voucher</td> <td>22</td> <td>\$5,500</td> </tr> <tr> <td><b>Totals:</b></td> <td><b>202</b></td> <td><b>\$13,000</b></td> </tr> </table> <p>Instant win prizes will expire 12 months from the date of issue.</p> <p>Each <b>major prize</b> is a getaway for the winner and their chosen adult companions valued at up to \$3,108.60.</p> <p>See "Major prize" section below for further major prize details.</p>	\$50 digital Visa voucher	50	\$2,500	\$100 digital Visa voucher	30	\$3,000	\$250 digital Visa voucher	22	\$5,500	<b>Totals:</b>	<b>202</b>	<b>\$13,000</b>
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<b>Totals:</b>	<b>202</b>	<b>\$13,000</b>											
<b>Major prize</b>	<p>If you win a major prize, your prize will be a getaway in your home state for you and your adult companions which includes:</p> <p>(a) 2 nights' accommodation from three options (as determined by the Promoter) for you and your companions;</p> <p>(b) \$200 spending money for you only; and</p> <p>(c) a booking agent who will arrange your accommodation and activities based on property preference and availability.</p> <p>The promoter will arrange for you to meet with a booking agent to book your prize. Your booking agent will work with you to determine how best you want to spend your accommodation and prize budget.</p> <p>The total number of companions you can take on this prize will be determined by your booking agent when the prize is booked.</p> <p>Your booking agent will provide you with a customised itinerary based on your planned trip and will be available 24/7 via phone for support and as a personal concierge service for the duration of your trip.</p> <p>All travel must be completed within 12 months of the major prize draw and must be booked at least 60 days prior to the date you intend to take your prize. Booking availability during Christmas, School and Special Event holiday periods not guaranteed. Blackout periods may apply.</p> <p>This prize is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in any prize, your companions accept these Terms and Conditions.</p>												
<b>Total prize pool</b>	<p>The instant win prize pool is up to \$13,000.</p> <p>The major prize pool is up to \$9,325.80.</p> <p>The total prize pool is up to \$22,325.80.</p>												
<b>How many times can I enter?</b>	<p>You can enter once per day, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>												
<b>How and when will the winners be informed?</b>	<p>If you win an instant win prize, you will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your instant prize.</p> <p>If you win a major prize, you will be notified by phone and in writing within two days of determination and will also have your name and state/territory of residence published on the Website on 26/04/2022 for a period of 28 days.</p>												
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above 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.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>												

<p><b>Unclaimed prize/s</b></p>	<p><b>Prize claim date:</b> 5pm (AEST) on 20/07/2022.</p> <p><b>Unclaimed prize determination:</b> 2pm (AEST) on 21/07/2022 at KollwitzOwen.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a prize winner (or a prize winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s (if relevant) and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value.</p> <p>Any winner/s will be informed by phone and in writing within two days of determination and if they win a major prize, will also have their name and state/territory of residence published on the Website on 28/07/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 18/08/2022.</p>
<p><b>Collection and use of your personal information</b></p>	<p>If you are a winner, you and (if applicable) your companions must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companions consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The information you/your companions provide will be used by the Promoter for the purpose of conducting this competition and fulfilling the prize. The Promoter may collect your/your companions' personal information (including through its contractors or agents) and disclose your/your companions' personal information to its contractors and agents to assist in conducting this competition or communicating with you/your companions.</p> <p>If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You/your companions 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 <a href="http://www.tweglobal.com/privacy">www.tweglobal.com/privacy</a>, contains information about:</p> <ul style="list-style-type: none"> <li>(a) how you/your companions can seek access to the personal information the Promoter holds about you/them and seek the correction of such information;</li> <li>(b) how you/your companions can complain about a privacy breach and how the Promoter will deal with such a complaint; and</li> <li>(c) whether the personal information the Promoter holds about you/your companions will be provided to overseas companies, and if so, in which countries those companies are located.</li> </ul>
<p><b>Responsible drinking</b></p>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. 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.</p>
<p><b>Permit numbers</b></p>	<p>Authorised under:</p> <p>ACT Permit No. TP 21/01841</p> <p>SA Licence No. T21/1657</p> <p>NSW Authority No. TP/00063</p>

- 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 and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return 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 phone numbers/email addresses/addresses/aliases, you may be disqualified.

## Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
  - (b) booking and availability of accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;
  - (f) any additional fees (payable by you) relating to changes made by you/your companions to a prize or prize element after it has been booked; and
  - (g) a requirement to present your credit card at the time of booking should the selected property require this for the purpose of a security deposit/bond.
- 4 If you win a major prize, you/your companions are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes etc.
- 5 If you win a major prize, once you have claimed your prize, you and your companion/s will be required to complete a further prize booking form including liability and publicity waiver within one month of the date that you successfully claimed your major prize and were verified as a valid major prize winner. You must also finalise the prize booking within two months of the date that you successfully claimed your major prize and were verified as a valid major prize winner.
- 6 The major prize is a single event holiday and cannot be separated into different holiday vacations. All passengers must travel together on the same flights and stay at the same property.
- 7 No compensation or alternative travel plans will be arranged should a major prize winner and/or their companion/s fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their companion/s.
- 8 Major prize winners must provide their bank account details (or account name and postal address for cheque) in order for the spending money portion of the prize to be awarded.
- 9 Once a major prize booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$200 per person plus supplier charges which is payable by the winner.
- 10 Where a major prize is cancelled due to unforeseen travel restrictions relating to COVID-19 (as determined by the applicable Local or Federal Government), the booking agent will use its best endeavours to reschedule to an alternative date (one revision only). Major prize winners acknowledge that, in this instance, some elements of the trip may be non-refundable and therefore that element of the prize will be forfeited when re-booking. Any further date changes as a result of Government determined COVID restrictions will be determined by the Promoter's in its absolute discretion.
- 11 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 12 The Promoter accepts no responsibility if one or more of the events or activities awarded as part of a major prize are abandoned, called off or postponed for any reason. In that case you/your companions forfeit your entitlement to that event/activity.

## General

- 13 Any failure by you or (if applicable) your companions to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 14 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if your prize is on set dates and you are unable to take the prize on the relevant dates, 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.
- 15 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.
- 16 If you win a major prize, you are responsible for your companions and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 17 If you (or your companions, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 18 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 19 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 20 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. 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.
- 21 By entering, you request that your full address not be published.
- 22 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 23 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, government directives, pandemic, public health orders and the like, 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.
- 24 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.

## Liability

- 25 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 26 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 (including allergies, skin conditions or other reactions as relevant), 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).
- 27 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 28 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the

Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.