

## Grant Burge Sparkling – Endeavour Group Instant Win Promotion

### Terms and Conditions

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| <b>Promoter</b>                                    | Accolade Wines Australia Limited (ABN 86 008 273 907), Reynell Road, Reynella SA 5161.   |
| <b>Competition Period</b>                          | 12.01am (AEDT) on 04/11/2020 to 11.59pm (AEDT) on 01/12/2020.  |
| <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:<br>(a) the Promoter; and<br>(b) the agencies, companies or participating premises associated with this competition.   |
| <b>Where will the competition run?</b>             | The competition will run in participating BWS and Dan Murphy's outlets (including online) which are displaying promotional material ( <b>Outlets</b> ) in Australia.   |
| <b>Website</b>                                     | <a href="http://www.grantburgegift.com.au/wine">www.grantburgegift.com.au/wine</a>   |
| <b>Qualifying Purchase</b>                         | Any 2 x 750ml bottles of Grant Burge Pinot Noir Chardonnay or Grant Burge Pinot Noir Chardonnay Rosé in one transaction.<br><br>For the avoidance of doubt, you may also purchase 1x Grant Burge Pinot Noir Chardonnay and 1x Grant Burge Pinot Noir Chardonnay Rose.  |
| <b>Entry instructions</b>                          | To enter, you must, during the Competition Period:<br>(a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and<br>(b) 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 to see if you have provisionally won a prize.<br><br>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).<br><br>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. |
| <b>How are instant win prizes awarded?</b>         | There are up to 7,782 instant win prizes to be awarded. Prizes will be awarded based on a 1:2 ratio (i.e. 1 in 3 will win an instant win prize) during the Competition Period selected by a computerised random system at Greeneagle, 5/9 Fitzpatrick Street, Revesby NSW 2212.<br><br>In the event that the 7,782 instant win prizes are exhausted during the Competition Period, further prizes will be made available to maintain the ratio of winning to non-winning at 1:2 ratio (i.e. 1 in 3 entries will continue to win an instant win prize).   |
| <b>What can I win?</b>                             | There are up to 7,782 prizes available.<br><br>Each prize is a \$50 Prezzy e-voucher valid at the Outlet where the winner's Qualifying Purchase was made, being either BWS or Dan Murphy's.<br><br>There is a limit of 1 prize per person (except for SA).   |
| <b>Total prize pool</b>                            | The total prize pool is up to \$389,100.   |
| <b>How many times can I enter?</b>                 | You can enter up to 3 times 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.  |
| <b>How and when will the winner/s be informed?</b> | If you win, 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 prize.<br><br>Once your entry has been verified, you receive your prize to the email address associated with your entry within 10 business days.<br><br>In the event that a prize is not awarded from the advertised prize pool, this information will be published on the Website on 04/12/2020.  |

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| <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>  |
| <b>Unclaimed prize/s</b>                               | <p>For the avoidance of doubt, prizes that have not been won at the end of the Competition Period will be forfeited from the prize pool and will not be awarded.</p>  |
| <b>Collection and use of your personal information</b> | <p>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.</p> <p>The Promoter may collect your personal information (including through the Promoter's contractors or agents) and disclose your personal information to the Promoter's contractors and agents to assist in conducting this competition or communicating with you. You consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting you via electronic messaging (and you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility). You can update your personal information or request access to the personal information the Promoter holds about you by contacting the Promoter. All correspondence should be to the attention of the Privacy Officer. A copy of the Promoter's privacy policy can be obtained from the Promoter or from the Promoter's website at <a href="http://www.accolade-wines.com">www.accolade-wines.com</a> and contains information about:</p> <p>(a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;</p> <p>(b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and</p> <p>(c) whether your personal information the Promoter holds will be provided to overseas companies, and if so, in which countries those companies are located.</p> |
| <b>Responsible drinking</b>                            | <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="https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu">https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl4001-liquor-promotion-guidelines.pdf">https://www.liquorandgaming.nsw.gov.au/documents/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>   |
| <b>Permit numbers</b>                                  | <p>Authorised under:</p> <p>ACT Permit No. TP 20/01089</p> <p>SA Licence No. T20/960</p> <p>NSW Authority No. TP/00145</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 prize supplier or the Promoter, including validity period/s.
- 4 Any unused balance of a Prize will not be awarded as cash.
- 5 Prezzee's e-voucher terms and conditions can be located at [www.prezzee.com.au/doc/terms-of-service](http://www.prezzee.com.au/doc/terms-of-service).
- 6 Winner(s) of Prezzee e-vouchers will be notified within 10 business days via email post validation of purchase receipt. The email will contain the e-Gift card. Prezzee Swap e-vouchers can be swapped for a e-gift card for any participating retailer outlined in the 'What can I win section?' post validation and upon receipt of the email containing the Prezzee e-voucher.
- 7 Entries are at the discretion of the Promoter and may be reviewed by an independent scrutineer, and Prezzee Swap e-voucher will only be awarded when/if there is no reasonable doubt that the entry is true/valid.
- 8 Prezzee e-vouchers have a 36-month expiry date for users to exchange to the new retailer gift card of their choice. Once the new gift card has been selected new expiry dates will be set and terms and conditions apply to the specific retailer gift card chosen.
- 9 Prezzee is not the promoter of this promotion and for any queries regarding your claim please contact the Promoter.
- 10 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

## General

- 11 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.
- 12 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.
- 13 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 14 If any dispute arises between you and the Promoter concerning the conduct of this promotion 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.
- 15 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.
- 16 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.
- 17 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.

- 18 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**

- 19 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 20 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).
- 21 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.
- 22 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.