

“VESPA PROSECCO” PROMOTION

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. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (as 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 1st cousin.
4. Entries into the promotion open on 13/02/2019 and close at 11:59pm AEDST on 12/03/2019 (“**Promotional Period**”).
5. To enter, individuals must undertake the following steps during the Promotional Period:
 - Purchase two (2) Eligible Products, in a single transaction, from a Participating Store (“**Qualifying Purchase**”). Eligible products include Brown Brothers Prosecco NV 750ml; Brown Brothers Prosecco Rose 750ml; Brown Brothers Prosecco Spritz 750ml; Brown Brothers Prosecco Spritz 4 x 250ml and Brown Brothers Prosecco Single Vineyard Vintage 750ml (“**Eligible Products**”). A participating store is any BWS store in Australia that displays material advertising this promotion (“**Participating Store**”).
 - Visit www.brownbrotherspromotions.com.au, follow the prompts to the promotion entry page, input the requested details including full name, mailing address, email address, receipt number, the Participating Store where the Qualifying Purchase was made, upload an image of their purchase receipt and submit the fully completed entry form during the Promotional Period.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of the number of Brown Brothers Prosecco products purchased in excess of two (2) in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
7. Entrants must retain their original 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 Participating Store of purchase

and that the purchase was made during the Promotional Period but prior to entry.

8. 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.

9. Incomplete or indecipherable entries will be deemed invalid.

10. 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.

11. The draw will take place at Zinc Group, Level 4, 48 Chippen St, Chippendale NSW 2008 on 19/03/2019 at 12:00pm (noon) AEDST, 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 in writing within two (2) business days of the draw and their names will be published at www.brownbrotherspromotions.com.au from 26/03/2019.

12. The Promoter's decision is final and no correspondence will be entered into.

13. The first six (6) valid entries drawn will each win a 2018 Vespa Primavera 125 iGet Scooter. Total prize value is up to AU\$6,000 each including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference, subject to availability. The winners must collect the prize from their nearest authorised Vespa dealership.

14. If the winner is, through any legal incapacity or otherwise, unable to register the scooter in their own name, then the winner may assign the scooter to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the scooter is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

15. 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.

16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is up to \$36,000.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 21/06/2019 at the same time and place as the original draw, 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

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their names will be published at www.brownbrotherspromotions.com.au from 28/06/2019.

21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.

25. 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

26. As a condition of accepting the prize, a winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

27. 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://www.brownbrothers.com.au/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

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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.

28. The Promoter is Brown Family Wine Group (ABN 56 005 349 235) of 9 Clifton Street, Richmond, VIC, 3121, telephone 1800 032 248.

NSW Permit No. LTPS/19/31039. ACT Permit No. TP19/00023. SA Permit No.

T19/10.