

TERMS AND CONDITIONS OF ENTRY FOR THE "JACOB'S CREEK BWS BARREL FULL OF CASH"
(PROMOTION)

1. Information on how to enter and prize information form part of these terms and conditions of entry (**Conditions of Entry**).
2. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
4. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter is Pernod Ricard Winemakers Pty Ltd ABN 75 007 870 046 of 167 Fullarton Rd, Dulwich, SA 5065, Australia. Ph: (02) 8874 8222 (**Promoter**).

PROMOTION PERIOD

7. The Promotion will commence at 09:00 AEST on **29/07/2020** and conclude at 23:59 AEST on **08/09/2020** (**Promotion Period**).

WHO CAN PARTICIPATE

8. Entry in the Promotion is only open to residents of Australia aged 18 years and over who can attend the Game to be held at Jacob's Creek Wines 2129 Barossa Valley Way, Rowland Flat SA, Australia between the dates **16/12/2020 - 16/12/2021 (Eligible Entrants)**. Entrants who are not eligible to participate are listed below:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Retailers and other agencies, firms or companies associated with the Promotion (including suppliers of the prize);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Conditions of Entry; and
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

The persons referred to in paragraph 8(b) of these Conditions of Entry include natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

9. To enter the Promotion, Eligible Entrants must, during the Promotion Period, purchase any two bottles of Jacob's Creek Double Barrel in a single transaction (**Qualifying Purchase**) from any BWS retailer within Australia (**Participating Retailers**), collect their purchase receipt (**Receipt**) and complete their entry in accordance with these Conditions of Entry (**Eligible Entry**).
10. Eligible Entrants who complete an Eligible Entry in accordance with these Conditions of Entry will be awarded an entry in the Promotion.
 11. To complete their Eligible Entry, after making a Qualifying Purchase, Eligible Entrants must, during the Promotion Period, visit winning-drinks.com/barrelofcash and fully complete and submit the entry form as prompted, providing all requested including their first name, last name, date of birth, postcode, email address and upload a scanned copy or photo of their Receipt.

VERIFICATION

12. Eligible Entrants must retain their original Receipt (**Proof of Purchase**) which corresponds to each entry they submit in the Promotion in order to claim the prize (if won). 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 store of purchase and that the purchase was made during the Promotion Period but prior to entry.
13. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter in its absolute discretion:
 - (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the prize (if won) and compliance with these Conditions of Entry; and
 - (b) their Proof of Purchase that corresponds to all entries they have submitted in the Promotion.
14. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry/entries submitted by the entrant will be deemed invalid. The prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.
15. Entrants can only enter the Promotion in their own name. Entrants who enter using multiple aliases (i.e. multiple names, addresses and/or email addresses) will be disqualified.
16. If more than one person attempts to claim the prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
17. 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 Conditions of Entry, 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.
18. Incomplete, indecipherable or illegible entries will be deemed invalid.

PRIZE DRAW & GAME/PRIZE DETAILS

19. The draw will take place at Plexus, Level 4, 411 Collins St, Melbourne VIC 3000 (**Draw Location**), Australia at 02:30 pm AEST on **11/09/20** using computerised random selection (**Prize Draw**).
20. The draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn or an entrant drawn cannot attend the Game.
21. The first valid entry drawn will win that entrant ("**Drawn Participant**") the opportunity to play a contingency game ("**the Game**") for the chance to win \$100,000, including travel to the Game (as described in paragraph 25).
22. The Game will take place between the dates **16/12/2020 - 16/12/2021** at Jacob's Creek Wines 2129 Barossa Valley Way, Rowland Flat South Australia, Australia.
23. There will be a total of twenty-four (24) symbols at the start of the Game, which includes twenty-two (22) non-winning symbols and two (2) winning symbols. The method of how the symbols will be displayed in the Game will be determined by the Promoter but may for example be displayed as numbered corks or numbered bottles. The winner will be required to select two (2) symbols on display at the start of the Game. If there is any dispute as to the two (2) symbols selected by the winner, the Promoter's decision in this regard will be final. The winner must choose two (2) symbols only without touching, handling or interfering in any way with any of the other symbols on display. If the winner is found to have breached any conditions for playing the Game or participating in this Promotion, he/she (and the person he/she if playing on behalf of) may be disqualified by the Promoter.

2/2 winning symbols from 24 symbols (\$100,000 Prize): If the winner selects the two (2) winning symbols, then the drawn winner will win \$100,000 (“**Grand Prize**”), subject to verification by the judges and Loss Adjustor.

1 /2 winning symbols from 24 symbols (\$5,000): If the winner selects one (1) winning symbol and one (1) non-winning symbol, then the drawn winner will win \$5,000 (“**Major Prize**”), subject to verification by the judges and Loss Adjustor.

0 /2 winning symbols from 24 symbols (\$1,000): If the winner selects two (2) non-winning symbols, then subject to verification by the judges and Loss Adjustor, then the drawn winner will win \$1,000.

A Loss Adjustor must be present at the Prize Draw & Game to ensure the Prize Draw and Game is conducted as per these Terms and Conditions. A Loss Adjustor must be present at the Prize Draw & Game to ensure the Prize Draw and Game is conducted as per these Terms and Conditions.

- If either the Grand Prize or Major Prize is selected, the Loss Adjustor removes all envelopes and takes them back for validation of the prize claim.
- If the Grand Prize or Major Prize is not selected, the Loss Adjustor opens the Control envelope which reveals the number of the envelopes that has the two winning messages inside.
- The MC or Loss Adjustor then opens the winning envelopes to show the guests that the \$100,000 was in there and that the mechanic is fair and secure.

Only one (1) prize of either \$100,000, \$5,000 or \$1,000 will be awarded to the winner, depending on their result in the Game. If for example a winner wins the \$5,000 prize in the Game, then the \$1,000 and \$100,000 prizes will NOT be awarded.

24. Prize money will be awarded as a crossed cheque made out to the winner (or via Electronic Funds Transfer (EFT) to the winner’s nominated Australian bank account if the winner so requests).
25. The Promoter will liaise with the Drawn Participant to organise travel for the Drawn Participant and their nominated companion (aged 18 years or older) to and from the Drawn Participant’s nearest Australian capital city to Adelaide, SA in order for the Drawn Participant to play the Game, which will include return economy flights from the Drawn Participant’s nearest Australian capital city to Adelaide, SA; return transfers from airport to accommodation in Adelaide, SA (flights and transfers only provided if winner does not reside in South Australia); and return transfers from accommodation to Game location, 3 nights’ minimum 4-star rating twin-share accommodation and select meals (as determined by the Promoter). Flights must be taken to coincide with the Game, departing and returning on the date/s as determined by the Promoter in its absolute discretion. Meals, taxes (excluding airline and airport taxes if applicable), insurance, transport to and from departure point, additional transfers and all other ancillary costs, unless otherwise specified as included above, are not provided. All travel components must be taken together as a single trip as booked by the Promoter. Once booked, the Promoter reserves the right to refuse to make changes to booking and may require the Drawn Participant to bear any costs associated with booking changes. The total value of this trip component inclusive of flights, accommodation etc. is up to AUD \$5,000, depending on the winner’s date and point of departure. Frequent flyer points will not be awarded and do not form part of the flights awarded. The Drawn Participant must hold a valid credit card and present it upon check in at the accommodation establishment to cover any incidental or other hotel charges.
26. Participation in the prize is subject to such other terms and conditions as may be imposed by those involved in providing the goods or services included in the prize (“Third Party Terms”). The Drawn Participant and nominated companion are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behavior while a participant in the prize. The Promoter assumes no liability (and will provide no compensation) to the Drawn Participant and/or nominated travelling companion who, as a result of any failure to comply with any Third-Party Terms, is unable to participate in the prize (or any part of it); or suffers any other loss or damage.
27. If the Promoter has booked flights for the Drawn Participant to Adelaide, SA for Game attendance but the Drawn Participant fails to attend the Game due to a legitimate unforeseen event, as determined by the Promoter in its absolute discretion, a representative of the Promoter will play the Game on their behalf or will require the Drawn Participant to play the Game via phone. E.g. failure to board flight due to a severe medical emergency suffered by the Drawn Participant which prevents them from flying. Any prize determined in the Game will be awarded to the Drawn Participant and the trip will be forfeited by such Draw Participant. Subject to such a legitimate unforeseen event occurring, failure by the Drawn Participant to attend the Game once travel has been booked

may, in the Promoter's absolute discretion, result in forfeiture of the entire Jacob's Creek experience (including the flights to Adelaide, SA, accommodation, etc.) and any cash prize.

28. The Drawn Participant's odds of winning the AUD \$100,000 Grand Prize are 1 in 276.
29. The total maximum prize pool (inclusive of the trip component provided for attendance at the Game) is up to AUD \$105,000.
30. The prize money will be awarded in Australian Dollars (AUD).
31. The prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured.
32. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Game or Promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

NOTIFICATION OF PRIZE WINNER

33. The Drawn Participant will be notified by phone and via email within two (2) business days of the draw and advertised at winning-drinks.com/barrelofcash on or before **15/09/2020**. The winner will also be notified in writing after the Game is played to confirm the prize won in the Game.

UNCLAIMED PRIZE DRAW (IF ANY)

34. If the Drawn Participant is not contactable or does not claim the prize by 11am AEDT on **15/12/2020** (and there are no reserve Eligible Entrants drawn in accordance with paragraph 20 remaining), a random electronic re-draw will be conducted at 12 noon AEDT on **17/12/2020** at the Draw Location by a representative of the Promoter from all remaining Eligible Entries received in the Promotion, subject to any directions from the relevant gaming departments (**Re-Draw**).

NOTIFICATION OF RE-DRAW WINNER (IF ANY)

35. The Re-Draw winner, if any, will be notified by phone and via email within two (2) business days of the draw and advertised at winning-drinks.com/barrelofcash on or before **21/12/2020**.

GENERAL

36. Eligible Entrants may submit a maximum of one (1) entry per day. Limit one (1) entry permitted per eligible transaction.
37. 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.
38. As a condition of accepting the prize, the Drawn Participant (and his/her guest for the Game) may be required to 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.
39. The prize is not transferable or exchangeable. The prize must be taken as offered and may not be varied.
40. The Promoter shall not be liable for the prize being lost, stolen, damaged or tampered with in any way before it reaches the winner or after it has been released to the winner.
41. The Promoter accepts no responsibility whatsoever for any variation in the value of the prize from the time of printing Promotion materials.
42. The Promoter accepts no responsibility whatsoever for any entries not received for any reason during the Promotion Period.
43. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other

causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to relevant gaming regulations, including cancelling, terminating, modifying or suspending the Promotion or disqualifying any entrant.

44. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
45. Where applicable, the Promoter reserves the right to request that the Drawn Participant and or their companion obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the prize. If the Drawn Participant and/or companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the relevant person to take part in any or all aspects of the prize.
46. Subject to the unclaimed prize draw clause, if for any reason the winner does not take or claim a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
47. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority
48. The:
 - (a) Promoter, the Promoter's related entities and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 48(a),shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
49. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the prize.
50. The Drawn Participant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
51. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at liquorandgaming.justice.nsw.gov.au.
52. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

53. All entries become the sole property of the Promoter.
54. Entrants' Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If an entrant fails to provide the Personal Information that is being requested, that entrant may not be able to enter this trade promotion, receive a prize, deal with a complaint or receive marketing

information (as applicable). The Promoter may also share an entrant's Personal Information with other companies or individuals who assist the Promoter in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at www.pernod-ricard-winemakers.com.

55. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by emailing admin@theideashed.com

56. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012) as well as any other applicable laws.

57. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of South Australia, Australia.

Authorised under Permit Numbers – NSW: LTPS/20/43836 SA: T20/627 & ACT TP/20/00730