

Jacob's Creek Summer 2021 Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Jacob's Creek Summer 2021
Promoter:	Pernod Ricard Winemakers Pty Ltd ABN 75 007 870 046, 167 Fullarton Rd, Dulwich, SA 5065, Australia. Ph: 1300 363 153
Promotional Period:	Start date: 01/11/21 at 09:00 am AEDT End date: 28/02/22 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> purchase any 750ml bottle of Jacob's Creek wine ("Qualifying Purchase") from any store within Australia (including online) which stocks this product ("Participating Venues"); visit jcsummer.com.au, and upload a scanned copy of photo of the receipt for the Qualifying Purchase; follow the prompts to play the promotional game and score at least 1 x 6 within the 60 second time frame for the chance to win ("Game Result"); and fully complete and submit the online entry form with personal details (as requested). <p>Entrants will be notified immediately on screen if they are an instant winner (pending receipt validation). The entrant must fill out the online entry form for every entry.</p> <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is a copied receipt for the Qualifying Transaction.</p>
Instant Win Prizes:	<p>All entrants who submit a valid entry will be eligible for an Instant Win Prize.</p> <p>Entrants will win an Instant Win Prize if their Game Result is the first Game Result falling during a 3-second "Winning Moment" (subject to verification). Winning Moments will be predetermined each day during the Promotional Period. If no Game Result is received during a Winning Moment the prize for that Winning Moment is not won and prizes do not jackpot.</p> <p>There will be a total of 115,200 Winning Moments throughout the Promotional Period, with 960 Winning Moments during each 24-hour period. There will be 40 x 3-second winning moments every hour. Prizes will be allocated at random to each Winning Moment (as set out below).</p>
Leaderboard Prizes:	<p>After a promotional game is completed by an entrant, the entrant's 'run' tally is recorded. The tally from each promotional game played by an entrant will not accumulate. The top 10 scores recorded throughout the Promotional Period will automatically be placed on a national leaderboard. The top ten (10) high scoring entrants at the end of the Promotional Period will each receive a \$500 Mobile Mastercard (as set out below).</p> <p>Leaderboard prizes are not contingent on the entrant winning an Instant Win Prize. Entrants are limited to winning a maximum of one (1) Leaderboard Prize (other than SA residents).</p> <p>In the case of a tie for any Leaderboard Prize, the prize will be awarded to the entrant to first achieve the tied score.</p>
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> maximum of one (1) entry permitted per person per day. each entry must be submitted separately and in accordance with the entry instructions above. a player may play the promotional game once per entry submitted.
Total Prize Pool:	Up to a maximum potential of AUD \$1,353,420.
Instant Win Prizes:	

Prize Description	Number of this Prize	Value (per prize)	Winning Method
Prize 1: The prize is a \$50 Vault Pays-enabled Prepaid Mastercard	Up to a maximum potential of 1,728 units.	AUD\$50.00	Winning Moment
Prize 2: The prize is a \$20 Vault Pays-enabled Prepaid Mastercard	Up to a maximum potential of 12,730 units.	AUD\$20.00	Winning Moment
Prize 3: The prize is a \$10 Vault Pays-enabled Prepaid Mastercard	Up to a maximum potential of 100,742 units.	AUD\$10.00	Winning Moment

Game Result Prizes:

Prize Description	Prize quantity	Value (per prize)	Winning Method
The prize is a \$500 Vault Pays-enabled Prepaid Mastercard	10	\$500	Leaderboard high scores

Winner Notification:	<p>Leaderboard Prize Winners will be notified in writing by 04/03/22 and published on the final leaderboard.</p> <p>In the event a Leaderboard Prize is unclaimed within 30 days of winner notification, the prize will be awarded to the entrant with the next high score.</p>
Prize Conditions:	<p>Any ancillary costs associated with redeeming the <i>Vault Pays-enabled Prepaid Mastercards</i> are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p> <ul style="list-style-type: none"> - The 'Vault Pays' app must be downloaded to access the <i>Vault Pays-enabled Prepaid Mastercard</i> - <i>Vault Pays-enabled Prepaid Mastercard</i> must be activated within 2 months of issue and is valid for 12 months after activation. - Card expiry and balance can be found on digital wallets. - At expiry of the Mastercard, any unused balance will be forfeited. <p><i>Vault Pays-enabled Prepaid Mastercard</i> can be used online or saved to digital wallets to spend using tap and go instore.</p>

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. Winner Determination:
- a) Winners will be notified immediately if they have won on screen upon playing the promotional game and achieving a Leaderboard which is the first within a Winning Moment.
 - b) To redeem an Instant Win Prize, the winner must follow the instructions provided in the winning notification within two (2) months of receiving the notification.
 - c) Leaderboard Prize Winners will be notified via email by 04/03/22. To redeem a Leaderboard Prize, the winner must follow the instructions provided in the winning notification within two (2) months of receiving the notification.
 - d) Quality control errors will not invalidate an otherwise valid prize claim.
 - e) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 7. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 8. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
 9. 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 <https://www.liquorandgaming.nsw.gov.au/>.
 10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 12. If a prize is unavailable the Promoter reserves the right to substitute the prize to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
 13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 14. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at pernod-ricard-winemakers.com/privacy-statement. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to

assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants may be disclosed to entities located outside of Australia and any such entities are likely to be described in the Promoter's Privacy Policy.

16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No. TP21/01400, NSW Authority No. TP/49 and SA Permit No. T21/1275.