

## BWS Mumm Melbourne Cup 2024 Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
<b>Promotion:</b>	BWS Mumm Melbourne Cup 2024 Promotion								
<b>Promoter:</b>	<p>Pernod Ricard Winemakers Pty Ltd ABN 75 007 870 046, Level 43, Tower One, 100 Barangaroo Ave, Barangaroo, NSW 2000, Australia. Ph: 1300 363 153</p> <p>For any inquiries regarding this Promotion, please contact the Promoter via <a href="mailto:pernodcustomersupport@handlingmatters.com">pernodcustomersupport@handlingmatters.com</a> or on 1300 363 153.</p>								
<b>Promotional Period:</b>	<p><b>Start date:</b> 11/09/24 at 09:00 am AEST</p> <p><b>End date:</b> 08/10/24 at 11:59 pm AEDT</p>								
<b>Eligible entrants:</b>	Entry is only open to Australian (excluding NT) residents who are 18 years and over.								
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>purchase any 750ml bottle of Mumm Champagne (excludes Mumm Marlborough and Mumm Tasmania 750ml range) from any BWS store within Australia (excluding NT) displaying advertising for this Promotion or online at <a href="http://bws.com.au">bws.com.au</a> ("Participating Venues");</li> <li>visit <a href="http://winning-drinks.com/bws-mumm-melbourne-cup">winning-drinks.com/bws-mumm-melbourne-cup</a>, enter their year of birth to be directed to the Promotion entry page; and</li> <li>follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth and email address), upload a scanned copy or photo of the receipt for the qualifying transaction and select the relevant tick boxes to agree to the Terms and Conditions of this Promotion and to the Promoter's Privacy Policy.</li> </ol> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction.</p>								
<b>Entries permitted:</b>	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> <li>maximum of one (1) entry permitted per qualifying transaction;</li> <li>limit one (1) entry permitted per person per day; and</li> <li>each entry must be submitted separately and in accordance with the entry instructions above.</li> </ol>								
<b>Total Prize Pool:</b>	Up to AUD \$30,400.00								
<table border="1"> <thead> <tr> <th style="text-align: center;">Prize Description</th> <th style="text-align: center;">Number of this prize</th> <th style="text-align: center;">Value (per prize)</th> <th style="text-align: center;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <p>The prize is a Melbourne Cup experience for the winner and 3 adults which includes:</p> <ul style="list-style-type: none"> <li>return economy class flights for 4 people from the winner's nearest capital city to Melbourne, Victoria (departing on 03/11/24; and returning on 06/11/24) (only provided if the winner does not reside in VIC);</li> <li>return private transfers from the airport the accommodation for 4 people;</li> <li>3 nights' 'City Skyline Suites' accommodation at Pan Pacific Melbourne for 4 people with daily breakfasts included (subject to availability);</li> <li>a personalised 'hair, makeup and styling service' experience for the winner and a 'hair and make up service' for the winner's 3 guests (details outlined below);</li> <li>return helicopter transfers from Melbourne Heliport to Flemington Racecourse for 4 people; and</li> </ul> </td> <td style="text-align: center; vertical-align: top;">1</td> <td style="text-align: center; vertical-align: top;">Up to AUD\$30,400.00 depending on exact point of departure</td> <td style="text-align: center; vertical-align: top;">Draw: computerised random selection - 10/10/24 at 12:00 pm AEDT</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	<p>The prize is a Melbourne Cup experience for the winner and 3 adults which includes:</p> <ul style="list-style-type: none"> <li>return economy class flights for 4 people from the winner's nearest capital city to Melbourne, Victoria (departing on 03/11/24; and returning on 06/11/24) (only provided if the winner does not reside in VIC);</li> <li>return private transfers from the airport the accommodation for 4 people;</li> <li>3 nights' 'City Skyline Suites' accommodation at Pan Pacific Melbourne for 4 people with daily breakfasts included (subject to availability);</li> <li>a personalised 'hair, makeup and styling service' experience for the winner and a 'hair and make up service' for the winner's 3 guests (details outlined below);</li> <li>return helicopter transfers from Melbourne Heliport to Flemington Racecourse for 4 people; and</li> </ul>	1	Up to AUD\$30,400.00 depending on exact point of departure	Draw: computerised random selection - 10/10/24 at 12:00 pm AEDT
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<ul style="list-style-type: none"> <li>4 x VIP tickets to the 2024 Melbourne Cup at Flemington Racecourse on 05/11/24.</li> </ul>			
<p><b>Prize Conditions</b></p>	<ul style="list-style-type: none"> <li>Travel must be taken on 03/11/24 to coincide with the 2024 Melbourne Cup event at Flemington Racecourse on 05/11/24 (the “Event”). If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter to coincide with this event, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.</li> <li>Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>The winner and his/her travel companions must depart from and return to the same departure point and travel together.</li> <li>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</li> <li>The prize is subject to booking and flight availability.</li> <li>Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.</li> <li>The winner may be required to present their credit card at check in.</li> <li>The winner must contact the Promoter (or its travel agency) in order to book travel.</li> <li>Helicopter transfer service requires pax weight prior to departure to calculate weight and balance. If the winner and their guests do not meet these requirements, they will forfeit their right to the helicopter experience portion of the prize.</li> <li>Helicopter experience may be modified due to weather, availability and any other unforeseen circumstances.</li> <li>Luxury vehicle transfer will be made available in the event of poor weather to substitute helicopter portion of prize.</li> <li>The winner and his/her travel companions must all be aged 18 years or over.</li> <li><b>Tickets Prize Conditions:</b> This prize is for or relates to the Event (defined above). If the winner is unwilling or unable to attend at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.</li> <li>The Event tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companions for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> <li><b>Hair, Makeup and Styling Service Experience Conditions:</b> <ul style="list-style-type: none"> <li>The initial styling consultation for the winner will be conducted virtually at a mutually agreed-upon time. The exact date, time and details of the virtual consultation will be determined by the Promoter and is subject to the stylist’s and the winner’s availability.</li> <li>The consultation is designed to understand the winner’s preferences, style, and requirements for the Melbourne Cup race day outfit and look (includes clothes, shoes and accessories). Based on the results of the consultation, the stylist will then shop for a few options for the winner to try on during the Session (defined below). The Promoter will cover all expenses for the winner’s styling session up to the value of \$1,500 (towards the cost of clothing, shoes and/or accessories). In the event the winner is not satisfied with the clothes, shoes and/or accessories options provided by the stylist, the Promoter is not responsible for any refunds, reimbursements, returns or exchanges.</li> <li>The prize will also include hair and make-up sessions for the winner and his/her companions on 05/11/24 prior to the Event (“Session”). The exact time and location of the Session will be determined by the Promoter and will be communicated to the winner. Any other expenses outside of the Session will be the responsibility of the winner and his/her companions.</li> <li>The winner and his/her companions are responsible for informing the stylist of any specific allergies or sensitivities prior to the Session.</li> </ul> </li> </ul>		

	<ul style="list-style-type: none"> <li>If the winner and/or his/her companions are unavailable or unwilling to attend the virtual consultation or the Session, they will forfeit their right to this part of the prize and will not be awarded cash or any other alternative in lieu.</li> </ul>
<b>Winner notification:</b>	The winner will be notified by using the contact details on file with the Promoter, includes in writing, within two (2) business days of the draw. The winner will be published at <a href="http://winning-drinks.com/bws-mumm-melbourne-cup">winning-drinks.com/bws-mumm-melbourne-cup</a> by 11/10/24.
<b>Unclaimed Prizes:</b>	Prize must be claimed by 21/10/24 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 21/10/24 at 1:00 pm AEDT at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia. The winner of the redraw will be notified by using the contact details on file with the Promoter, includes in writing, within two (2) business days of the redraw. The winner will be published at <a href="http://winning-drinks.com/bws-mumm-melbourne-cup">winning-drinks.com/bws-mumm-melbourne-cup</a> within one (1) day of the redraw.

- 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.
- Draw:
  - The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia at 12:00 pm AEDT on 10/10/24 using computerised random selection.
    - The first valid entry drawn will be the winner of the prize specified in the Schedule above.
  - The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- All reasonable attempts will be made to contact the winner.
- If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 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.
- Entrants must keep their proof of purchase specified in the How to Enter section for their entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for their entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's entry and 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.
- 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/>.

11. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
14. 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.
15. The 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.
16. The Promoter and BWS – Beer Wine Spirits (ABN 77 159 767 843) (“BWS”) (“the Collectors”) gather 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 (including Handling Matters who will be assisting with contacting winners for this promotion), prize suppliers and, as required, to Australian regulatory authorities. Entries are conditional on providing this PI. Each Collector will use and handle PI as set out in its respective Privacy Policy, which can be viewed at <https://www.pernod-ricard.com/en/privacy-policy> (for the Promoter) and at <https://bws.com.au/help/privacy-policy> (for BWS). In addition to any use that may be outlined in each of the Collector’s Privacy Policy, the Collectors 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 entrant. Each 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. Unless otherwise indicated by the Promoter and/or BWS, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter’s/BWS’ respective Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the Promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter/BWS is not liable in this regard. When entrants’ personal information is sent to Handling Matters, it will be sent via a password protected spreadsheet (with password sent via separate email). Handling Matters will contact winners and verify/confirm their identity and fulfill prizes to all validated winners.
17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
18. It is a condition of accepting the prize that the winner and their travel companions may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
19. 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. 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 in the event of any inconsistency. To the extent permitted by law 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.
20. 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).

21. 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.
22. 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.
23. 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.
24. 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). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
25. The winner 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.
26. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
27. 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.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: ACT Permit No. TP 24/01290, NSW Authority No. TP/03533 and SA Permit No. T24/991.

#### Special Conditions:

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing information to the Promoter and not to Facebook. The information provided will only be used for the purposes outlined in these terms and conditions. Any questions, comments or complaints from entrants should be directed to the Promoter at the address listed below and not to Facebook Inc. By entering into this promotion, each entrant agrees to release and indemnify and keep indemnified Facebook Inc. from and against all liability and forever forego and abandon all rights and causes of action against Facebook Inc. arising as a result of the Promoter conducting this promotion.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing information to the Promoter and not to Instagram. The information provided will only be used for the purposes outlined in these terms and conditions. Any questions, comments or complaints from entrants should be directed to the Promoter at the address listed below and not to Instagram LLC. By entering into this promotion, each entrant agrees to release and indemnify and keep indemnified Instagram LLC. from and against all liability and forever forego and abandon all rights and causes of action against Instagram LLC. arising as a result of the Promoter conducting this promotion.