

**acob's Creek & Scanpan On-Pack Terms & Conditions ("Conditions of Claim")**

<b>Schedule</b>	
<b>Promotion:</b>	Jacob's Creek & Scanpan On-Pack
<b>Promoter:</b>	Pernod Ricard Winemakers Pty Ltd ABN 75 007 870 046, 167 Fullarton Rd, Dulwich, SA 5065, Australia. Ph: 1300 363 153
<b>Promotional Period:</b>	<b>Start date:</b> 01/05/20 at 09:00 am AEST <b>End date:</b> 31/08/20 at 11:59 pm AEST or while gifts last
<b>Eligible claimants:</b>	Claims are only open to Australian residents who are 18 years and over.
<b>How to Claim:</b>	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>purchase 1x 750mL bottle of any Jacob's Creek wine ("Eligible Purchase") from any store within Australia which stocks this product; and</li> <li>visit <a href="http://www.jacobscreeksanpan.com">www.jacobscreeksanpan.com</a>, follow the prompts to the Promotion claim form page; and fully complete and submit the online claim form with their personal details (first name, last name, date of birth, email address, mobile number) and upload a scanned copy or photo of the purchase receipt for the Eligible Purchase.</li> <li>Sign-up to receive communications about the promotion during the Promotional Period, from the Promoter;</li> <li>Once receipt/s have been validated and are approved, the claimant will be notified, and must choose whether to claim their \$20 voucher OR save their upload against their mobile number &amp; email address to keep entering and uploading receipts to collect vouchers up to a maximum value of \$100. PLEASE NOTE, if a claimant chooses to claim their entry against their 1 receipt upload they will not be able to keep collecting vouchers.</li> </ol> <p>Once a claim is successfully submitted, the Promoter will then send the claimant their voucher valued at \$20 (1 claim), \$40 (2 claims), \$60 (3 claims), \$80 (4 claims) or \$100 (5 claims) (as outlined below) via email to the claimant. Claims will take up to 3 business days to be verified from the date of claim form submission. Claimants must ensure that the email address provided on the claim form is correct prior to submission as the voucher will be provided to the email address provided on the form. The Promoter accepts no responsibility if the email address provided by the claimant is incorrect or contains errors.</p> <p><b>Proof of Purchase:</b> The claimant must retain proof of purchase. The proof of purchase required is an original receipt for the Eligible Purchase.</p> <p>The entrant must fill out the online claim form for every claim.</p>
<b>Claims permitted:</b>	<p>Multiple claims permitted subject to the following:</p> <ol style="list-style-type: none"> <li>limit one (1) claim permitted per 750mL bottle of Jacob's creek wine purchased as per above;</li> <li>each claim must be submitted separately and in accordance with the claim instructions above; and</li> <li>maximum of five (5) validated claims/vouchers permitted per person. (Collect up to \$100)</li> </ol>

<b>Gift Description</b>	<b>Value (per gift)</b>	<b>Winning Method</b>
<p>The gift is a AUD\$20 voucher, redeemable for a select range of Cookware (ProIQ, Axis, Impact) &amp; Knives (Global Knives), at <a href="http://www.scanpan.com.au/jacobscreekcollection">www.scanpan.com.au/jacobscreekcollection</a>. Voucher must be redeemed via the aforementioned website by including voucher code where prompted on selection of product/s to receive. Voucher code expires 11.59pm AEST 31/10/20. Each claimant may only use a voucher code once only and only one voucher per purchase is allowed.</p> <p>All products available for redemption are subject to stock availability and Scanpan and Jacob's Creek reserves the right to include and offer additional cookware ranges if the primary choices aren't available.</p>	<p>AUD\$20.00, AUD\$40.00, AUD\$60.00; AUD\$80.00; AUD\$100.</p>	<p>Gift with Purchase</p>

<p>A \$5 fee for postage and handling will be requested to finalise each order.</p> <p>Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.</p>		
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1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date or while gifts last ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "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. Claimants must keep their proof of purchase specified in How to Enter for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. 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 in order to claim the gift; and (c) that the purchase was made during the Promotional Period and prior to claim submission. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter.
6. 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](http://liquorandgaming.justice.nsw.gov.au).
7. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
8. No part of a gift is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
9. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
10. Claimants' 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 [www.pernod-ricard.com/en-au/privacy-policy/](http://www.pernod-ricard.com/en-au/privacy-policy/). 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 claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the claimant 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 claimants will not be disclosed to any entity located outside of Australia.

11. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, 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 gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
12. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).
13. 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 gift.
14. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
15. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
16. 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 gift (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).
17. The claimant 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.
18. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.