

Win with Wine 2018 Promotion Terms and Conditions

Who is running the competition?	The Promoter is Treasury Wine Estates Australia Limited (ABN 78 145 321 320), 58-82 Queensbridge Street, Southbank Vic 3006. Phone: (03) 8533 3000.
When will the competition start and end?	The competition starts at 12.01am (AEST) on 01/10/18 and ends at 11.59pm (AEDT) on 31/12/18 (the Competition Period).
Who can enter?	Only Australian residents aged 18 or over can enter.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies or participating venues and outlets associated with this competition, and their immediate families, can't enter.
Where will the competition run?	The competition will run in participating Cellarbrations, IGA, Bottle-O, Sip'nSave, Bottlemart, Harry Brown, Thirsty Camel and Ritchies Liquor and all other independent liquor stores (i.e. any liquor store other than First Choice, Liquorland, Dan Murphy's, BWS, Cellarmasters, Langton's, Vintage Cellars or Liquor Market) (Outlets) and Australian liquor licensed venues (e.g. bars) which are stocking Qualifying Purchase products (Venues) in all Australian states and territories.
Do I need to buy anything to enter?	Yes. Qualifying Purchase products Any sized product/multipack from the following wine ranges: <ul style="list-style-type: none"> • Squealing Pig White, Rose, Sparkling • A'tivo • Yellowglen • Sterling • Matua White Wines • Lindeman's Bins White Wines and Early Harvest • Fifth Leg Semillon Sauvignon Blanc and Rose • T'Gallant Sparkling • Seppelt The Great Entertainer • Upside Down Sauv Blanc, Rose and Sparkling Rose • Secret Stone White Wines Outlets During the Competition Period, you need to buy a Qualifying Purchase product (as above) for off premise consumption from an Outlet (includes online purchases from online stores of participating Outlets), and retain your purchase receipt.

	<p>Venues</p> <p>During the Competition Period, you need to buy a Qualifying Purchase product (as above) to share with friends for on premise consumption from a Venue, and retain your purchase receipt.</p> <p>For the avoidance of doubt, Qualifying Purchase products do not need to be specially marked.</p> <p>Purchase receipts must clearly identify the Outlet/Venue of purchase (which must be a participating Outlet/Venue), the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p>
Entry instructions	<p>After you have made a Qualifying Purchase, you must during the Competition Period:</p> <p>(a) visit winwithwine.com.au (Website);</p> <p>(b) follow the links to select where you made your Qualifying Purchase and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, providing the Qualifying Purchase barcode digits as required and all other requested information,</p> <p>to see if you are a provisional winner of an instant win prize. If you are not a provisional winner don't throw out your receipt because you will be entered automatically into the second chance draw.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim for this offer, including having the requisite photograph capability.</p>
How are instant win prizes awarded?	<p>There are 201 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Prime Focus, Lvl 1, 500 Chapel St, South Yarra VIC 3141 (Prime Focus).</p> <p>You will get a return online message acknowledging your entry and informing you if you are a provisional winner and if so, details on how to verify your entry and claim your prize.</p>
What can I win?	<p>There are in total 201 prizes available.</p> <p>Each prize is a \$150 EFTPOS card.</p> <p>Prizes will be delivered via mail within 28 days of winner validation and claim.</p> <p>There is a limit of one prize per household (except for SA residents).</p>
Total prize pool	<p>The total prize pool is \$30,150.</p>
How many times can I enter?	<p>Outlet entrants can enter up to 6 times per person per day, provided you only enter once per Qualifying Purchase.</p> <p>Venue entrants can only enter once per person per day.</p> <p>For the avoidance of doubt, each individual Qualifying Purchase item listed on a purchase receipt entitles you to one entry (subject to entry limits above). For example,</p>

	<ul style="list-style-type: none"> • if you buy a 4-can multipack of a Qualifying Purchase product in an Outlet, you can enter once in respect of that purchase; or • if you buy 2 single cans of a Qualifying Purchase product in an Outlet, you can enter once in respect of each of those products (i.e. 2 times), <p>(subject to entry limits above).</p> <p>Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
How and when will the winners be informed?	If you are a winner, you will be informed in writing by email at the time of determination.
Must I keep anything to verify my entry?	You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Purchase receipt(s) must be identical to the image uploaded by you with your entry. If, in the Promoter's opinion, you have shared any receipt(s) with another person, your entries will be invalid and you will lose any right to a prize.
If I win, when must I claim my prize?	You must claim your prize by 5pm (AEDT) on 31/03/19.
Unclaimed and unwon prizes	If a prize is un-won during the Competition Period, or has not been accepted or claimed by 5pm (AEDT) on 31/03/19 or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by this time and date, the relevant entry/ies will be discarded and the Promoter will carry out a draw at 11am (AEDT) on 02/04/19 at Prime Focus to distribute the prize/s.
	Any such winner/s will be informed in writing by email within two days of determination.
Permit numbers	Authorised under ACT Permit No. TP18/01156, NSW Permit No. LTPS/18/25360 and SA Licence No. T18/1064.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.
- 2 **Enjoy alcohol responsibly.** Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol (http://www.nhmrc.gov.au/_files_nhmrc/file/publications/synopses/ds10-alcohol.pdf). See also the NSW Liquor Competition Guidelines and Intoxication Guidelines (http://www.olgr.nsw.gov.au/dlg_guidelines.asp).
- 3 In NSW, all Venue advertising material for this competition will include a message regarding responsible consumption of alcohol.
- 4 Participation in this competition is subject to each Venue's/Outlet's liquor serving policy.

Entry

- 5 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online message acknowledging your entry and

informing you if you are a provisional winner and if so, details on how to verify your entry and claim your prize. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 6 The EFTPOS cards can be used anywhere in Australia where EFTPOS is accepted. The EFTPOS cards are subject to the prize supplier's conditions, including validity periods.

General

- 7 If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 11 The Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor redeemed for cash. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid instant win prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 19 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 20 The information you provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its contractors and agents to assist in conducting this competition or communicating with you. By entering this competition, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. By entering this competition, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <https://www.tweglobal.com/privacy>, contains information about:
 - (a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;
 - (b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - (c) whether the personal information the Promoter holds about you will be provided to overseas companies, and if so, in which countries those companies are located.

Refresh 2.0 On Premise Trade Incentive Terms and Conditions

Who is running the competition?	The Promoter is Treasury Wine Estates Australia Limited (ABN 78 145 321 320), 58-82 Queensbridge Street, Southbank Vic 3006.
When will the competition start and end?	The competition starts at 12.01am (AEDT) on 19/11/2018 and ends at 11.59pm (AEDT) on 31/12/2018 (the Competition Period).
Who can enter?	<p>Only Australian residents who:</p> <ul style="list-style-type: none"> (a) are aged 18 or over; (b) are invited by the Promoter to enter this competition; and (c) are a store manager of a Venue as defined below that is complying with the Minimum Entry Requirements as defined below (Store Manager), or (d) are a staff member who holds an RSA certification of a Venue as defined below that is complying with the Minimum Entry Requirements defined below (Staff Member), <p>can enter.</p>
Where will the competition run?	<p>The competition will run in participating liquor licensed venues operating in Australia during the Competition Period (Venue).</p> <p>Each Venue must:</p> <ul style="list-style-type: none"> (a) display promotional material from the refreshment suite for the duration of the Competition Period (or such other period as specified by representatives of the Promoter); and (b) commit to range one SKU from the following ranges: <ul style="list-style-type: none"> (i) Squealing Pig White, Rose or Sparkling Rose NPD (750ml or can); (ii) A'tivo (750ml or can); (iii) Yellowglen Colours Yellow and Pink (750ml or piccolo); (iv) Yellowglen Sunset Spritz (750ml); (v) T'gallant Sparkling (750ml or can); (vi) T'gallant PG, Moscato (750 ml) (vii) Sterling (750ml); (viii) Matua Sauvignon Blanc (750ml); (ix) Lindeman's Bins Whites or Early Harvest (750ml); (x) Fifth leg Semillon Sauv Blanc or Rose (750ml); (xi) Seppelt The Great Entertainer Sparkling CPN or Prosecco (750ml); (xii) Upside down Sauv Blanc, Rose or Secret Stone (750ml); (xiii) Run Riot Sauvignon Blanc (750ml);

	<p>(xiv) 821 South Sauvignon Blanc (750ml); (xv) Juliet Blush Moscato (on tap); (xvi) T'Gallant Cape Schanck Pinot grigio (on tap); (xvii) Squealing Pig Sauvignon Blanc (on tap); (xviii) St Huberts The Stag Chardonnay (on tap); (xix) T'Gallant Cape Schanck Rose (on tap); or (xx) Squealing Pig Rose (on tap).</p> <p>(Minimum Entry Requirements).</p> <p>A representative of the Promoter may attend your Venue to see if it has successfully fulfilled the requirements listed above. If the Promoter is not satisfied that it has, you may be disqualified in the Promoter's discretion.</p> <p>Venues will be grouped as follows:</p> <p>(a) VIC/TAS; (b) NT/SA; (c) WA; (d) QLD; and (e) NSW/ACT</p> <p>(each, a State Group).</p>
<p>What do I need to do to enter?</p>	<p>During the Competition Period, a Staff Member or Store Manager must, on behalf of their Venue:</p> <p>(a) create a spritz that contains at least 30ml of a Treasury Wine Estates wine of their choice, using no more than four ingredients (Spritz);</p> <p>(b) create a video (in the format and length specified by the Promoter) which includes a name for the Spritz, the recipe for the Spritz, a brief description of the inspiration for the Spritz and why it deserves to be a winner, an image of the final Spritz and a step-by-step recipe for any ingredients made in their Venue; and</p> <p>(c) submit the video with proof of ID to refreshwithwine@tweglobal.com to be received by the end of the Competition Period.</p> <p>For the avoidance of doubt, your Spritz can include spirits, aperitifs and liqueurs, as well as ingredients made in your Venue such as syrups or shrubs. Garnishes will not be considered as one of the four ingredients.</p>
<p>How many winners will there be and how will they be chosen?</p>	<p>This is a game of skill. A judging panel appointed by the Promoter will review each valid entry and will judge the entries based on creativity and originality to determine the winners. Chance plays no part in how the winners will be selected.</p> <p>The valid entry judged to be the best in each State Group will win a prize.</p> <p>All judging decisions are as determined by the Promoter, in their absolute discretion.</p>
<p>What can I win?</p>	<p>There are in total 5 prizes available.</p>

	<p>Each prize is 2 \$500 Visa gift cards.</p> <p>Prizes will be distributed to each winner's Venue within 28 days of winner confirmation. It is the responsibility of each winner to collect their prize from the Venue.</p>
Who will the prize go to?	<p>The prize will be awarded as follows:</p> <p>(a) \$500 Visa Gift Card to the Staff Member who created the winning video; and</p> <p>(b) \$500 Visa Gift Card to the Store Manager of the Venue.</p> <p>Where a Venue has multiple Staff Members who create a video and those Staff Members disagree about who is the entrant (or if there is confusion for any reason), the Promoter may decide which of them wins the prize. The Promoter's decision is final in this regard.</p> <p>Where a Venue has multiple Store Managers and those Store Managers disagree about who should receive the prize (or if there is confusion for any reason), or if the Manager is no longer employed at the relevant Venue at any stage during the Competition Period, the Promoter may decide who receives the prize. The Promoter's decision is final in this regard.</p>
Total prize pool	The total prize pool is \$5,000.
How many times can I enter?	You can enter multiple times provided that each entry relates to a different Spritz. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winners be informed?	If you are a winner, you and your Venue will be informed by phone and in writing.
If I win, when must I claim my prize?	You must claim your prize by 5pm (AEDT) on 14/02/2019.
What if I don't claim my prize on time?	If a prize has not been accepted or claimed by 5pm (AEDT) on 14/02/2019, the relevant entry will be discarded and the Promoter will re-award the relevant prize to the person who submitted the next best valid entry in the relevant State Group.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. The Promoter is not liable for any problems with communications networks.
- 3 Every entry video and Spritz must be your original work and not copied.
- 4 The Promoter may copy and amend your entry (including your video, Spritz recipe and details) and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 5 You warrant that your entry (including your video, Spritz recipe and details) does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law

(for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

- 6 You must not include any other person in your video unless they have consented to you submitting it in this competition.
- 7 You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material.
- 8 The Promoter may edit your submitted content to produce the final video and will make all decisions about what content to include and the length of the video.

Prizes

- 9 Any gift card prize is subject to the conditions imposed by the supplier of the gift card including any validity period.

General

- 10 If you are a winner, you and your Venue must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You and your Venue consent to the Promoter using your names and images in any promotional or advertising activity.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, including if:
 - (a) the Promoter considers the winning Venue to have a bad credit history or be a credit risk, due to breaching or having at any time breached credit arrangements with the Promoter; or
 - (b) the winner is no longer employed at the relevant Venue at any stage during the Competition Period or at the time of determination of the winner,

your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 12 You must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 13 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 14 The Promoter's decision in connection with all aspects of this competition is final.
- 15 Prizes cannot be transferred or exchanged nor redeemed for cash. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a

prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.

- 16 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 17 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 18 Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. Your participation in this competition is subject to your Venue's liquor serving policy.

Liability

- 19 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 20 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 21 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 22 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 23 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its contractors and agents to assist in conducting this competition or communicating with you. By entering this competition, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. By entering this competition, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <https://www.tweglobal.com/privacy>, contains information about:
 - (a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;

- (b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and
- (c) whether the personal information the Promoter holds about you will be provided to overseas companies, and if so, in which countries those companies are located.