

Terms and Conditions of Entry for the "Brown Brothers World Moscato Day" (Promotion)

1. Information on How to Enter and prize information form part of these Conditions of Entry (**Conditions of Entry**).
2. Entry into the Promotion is deemed acceptance of these Conditions of Entry.
3. **This is a game of skill only and chance plays no part in determining the winners.**
4. 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.
5. 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.
6. 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.
7. The Promoter is Brown Brothers Milawa Vineyard Pty Limited ABN: 56 005 349 235 of 239 Milawa-Bobinawarra Road, Milawa VIC 3678 (**Promoter**).
8. All prices stated are in Australian dollars, represent the recommended retail price (RRP) and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDT) depending on the date. All times are stated using the 24 hour clock.

PROMOTION PERIOD

9. The Promotion will commence 09:00 on **07/02/2018** until 23:59 on **20/02/2018** (**Promotion Period**).

WHO CAN ENTER

10. Entry in the Promotion is only open to Australian residents (excluding residents of the Northern Territory), aged 18 years or older, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, 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 10(a) of these Conditions of Entry;
 - (c) persons who have previously breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants). The persons referred to in paragraph 10(b) of these Conditions of Entry includes 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

11. To enter the promotion, Eligible Entrants must, during the Promotional Period:
 - (a) Purchase any two (2) bottles from the Brown Brothers Moscato range including: Moscato 750mL, Moscato & Sauvignon Blanc 750mL, Moscato Rosa 750mL, Moscato White Gold 750mL, Sparkling Moscato 750mL, Sparkling Moscato Rosa 750mL, Moscato Chardonnay 750ml, Dolcetto 750ml

from any Bottlemart or Sip n' Save outlet.
 - (b) Retain the store receipt of their Eligible Purchase (Proof of Purchase); and enter via the following method:
 - (c) Go to the relevant Website (depending on point of purchase) and follow the links to the entry form;
www.bottlemart.com.au or www.sipnsave.com.au
 - (d) fill out and submit the entry form including uploading an image of the receipt (proof of purchase)
 - (e) Purchases of Participating Products made online will NOT be accepted.
12. To enter the promotion, Entrants must, during the Promotional Period, fully and correctly complete the online entry form in the manner required, including providing the Entrant's full name, date of birth, residential address, current and valid email address and mobile telephone number.
13. Entrants answer the promotional question in 25 words or less: "Tell us your ultimate Moscato moment"
14. Entrants must then indicate their acceptance of these Conditions of Entry
15. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.
16. If an Eligible Entrant submits an entry:
 - (a) which complies with these Conditions of Entry, they will receive an on-screen notification confirming that their Web Entry is valid and has been received; or
 - (b) which does not comply with these Conditions of Entry, they will receive an on-screen notification that their Web Entry is invalid,

whichever is applicable in the circumstances.
17. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
18. Each entrant warrants to the Promoter that the entry submitted is an original literary work of the entrant that does not infringe the intellectual property rights of any third party.
19. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

20. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
21. Incomplete, illegible, indecipherable or incorrect entries, or entries which contain offensive or defamatory comments or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
22. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
23. The Promoter accepts no responsibility for late, lost or misdirected entries, or entries not received for any reason.

VERIFICATION

24. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion, 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 drawn), and compliance with these Conditions of Entry.
25. 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 submitted by the Eligible Entrant will be deemed as invalid.
26. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that the Eligible Entrant cannot provide suitable validation or verification, that Eligible Entrant will forfeit the prize and no substitute will be offered.
27. Entrants can only enter the Promotion in their own name.

WINNER ASSESSMENT AND PRIZE INFORMATION

28. All valid entries will be judged by a panel of appropriately qualified judges by 28/02/2018 at 85 High Street, Kew VIC 3101 to determine two (2) winners judged to have submitted the best entry from all eligible entries received (Judging).
29. During the Judging, each Eligible Entry received during the Promotion Period will be judged on its originality and creativity. This is a game of skill and chance plays no part in determining the winner. The Eligible Entrant with the Eligible Entry determined as the most original and creative during the Judging by the representatives of the Promoter, in their absolute discretion, will be awarded the prize as detailed in paragraph 27. The Judges' decision will be final and no correspondence will be entered into with the Promoter.
30. The winners will be awarded one (1) travel prize to Brown Brothers Milawa Vineyard, Milawa, Australia for themselves and one (1) companion aged 18 years or older, valued at up to **\$2,500.00 (Travel Prize)**. The Travel Prize comprises the following elements:
 - i. two (2) adult return economy airfares to Albury, Australia from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges) and return

transfers to and from the destination airport and the destination accommodation. If the winners residential address is Albury, Australia or the metropolitan/regional area of Albury/Wodonga, Australia, this component of the Travel Prize is forfeited and return transfers to and from Albury, Australia and the destination accommodation will be awarded in lieu;

- ii. two (2) nights twin share accommodation at the Lindenwarrah Country House Hotel, Milawa, including breakfast;
 - iii. entrance to the World Moscato Day event at Brown Brothers Vineyard
 - iv. one (1) two (2) course lunch for the winner and companion (if any) at the Epicurean Centre, Milawa.
 - v. one (1) two (2) course dinner for the winner and companion (if any) at the a local restaurant (Restaurant Merlot or Gamze Smokehouse)
 - vi. one (1) Milawa Gourmet Hamper
31. The Travel Prize must be booked and completed to coincide with the World Moscato Day event on the 26th May 2018, or the Travel Prize is forfeited. Redemption of the Travel Prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of the Travel Prize must be taken together and when offered or are forfeited. The winner and companion (if any) must travel together and depart from and return to the same departure point. The winner and companion (if any) may not accrue frequent flyer points. No extension or variation of the travel dates nominated by the Promoter permitted. Use of the Travel Prize and any passes, vouchers or tickets issued as part of the Travel Prize may be subject to prevailing prize supplier terms and conditions of use. The Travel Prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by the Guest Services department of the Promoter.
32. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Travel Prize, are the responsibility of the winner and companion (if any). Such additional costs include, but are not limited to, additional meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the Travel Prize, insurance and travel insurance (if applicable). The winner may be required to present a credit card at time of accommodation check-in.
33. Taking the Travel Prize is subject to any prevailing terms and conditions of any accommodation/transport/services/transfers/travel insurance or tour providers, and in particular, health, behaviour, age and safety requirements. No compensation will be payable if the winner or companion (if any) are unable to use any element of the Travel Prize as stated for whatever reason, including refusal of entry or departure into or out of Albury, Australia, refusal of entry or ejection from the Brown Brothers Milawa Vineyard, the Cellar Door and/or the Epicurean Centre, or participation in certain activities for health, age, behaviour or safety reasons. Any part of the Travel Prize that is not taken for any reason is forfeited.
34. The winner and companion (if any) who participates in the Travel Prize must conduct themselves in a professional and courteous manner at all times during the Travel Prize

and is solely responsible for ensuring that any food or beverage they consume during the Travel Prize is consistent with their dietary requirements. The Promoter reserves the right, in its sole discretion, to request that the winner and/or companion (if any) leave the Brown Brothers Milawa Vineyard, the Cellar Door and/or the Epicurean Centre on the grounds of inappropriate behaviour, health or safety reasons. In the event that this occurs, the winner will be automatically disqualified from this promotion and the balance of the Travel Prize will be forfeited with no compensation payable.

35. Total maximum prize pool value is up to **\$2,500 per winner**. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). A prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST, depending on point of departure (if applicable).

WINNER NOTIFICATION

36. The winner will be notified by email and phone.

GENERAL

30. Eligible Entrants may submit one (1) entry in the Promotion only.
31. **The Promoter encourages consumers to enjoy alcohol responsibly.** 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 <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>
32. The Prize is not transferable, exchangeable or redeemable for cash. Prize must be taken as offered and may not be varied.
33. The Promoter shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way before it reaches a winner or after it, or any part of it, has been released to the winner.
34. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of printing Promotion materials.
35. If the Promoter is unable to provide a winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize.
36. If, for any reason, the Promotion is not capable of being run as planned, including 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 including cancelling, terminating, modifying or suspending the Promotion.
37. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or judging 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.

38. 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 38(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).
39. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
40. The Prize winner 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.
41. **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

42. Immediately upon submission by an entrant, all entries become the sole property of the Brown Brothers.
43. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion, contacting and advertising winners and awarding prizes.
44. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by using the 'Contact Us' form link on the Online Entry Form.
45. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

OPTING-IN TO HEAR FROM THE PROMOTER

46. Should an entrant consent to receiving future information from the Promoter, via placing a tick in the 'opt-in' box featured on the online entry form, information provided by the entrant may be entered into a database and the Promoter, the Promoter's related entities, agencies engaged by the Promoter for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.

47. Entrants may request access to update or correct their Personal Information held by the Promoter and may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter via email to communications@lmg.com.au or via post to PO Box 629, North Ryde BC NSW 2113.

PRIVACY POLICY

48. Entrants may view the Promoters privacy policy by visiting <http://www.bottlemart.com.au/privacy-policy> or <http://www.sipsave.com.au/privacy-policy>. The Privacy Policy details how a privacy complaint can be made.
49. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).