

## CONSUMER GAME OF CHANCE “LMG FUJIFILM CAMERA & FILM” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Australian Vintage Ltd (ABN 78 052 179 932) of 2 Queens Place, Balmain NSW 2041. Telephone 02 8345 6377.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating off-premise outlets and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
4. This promotion will be conducted in participating Bottlemart, Bottlemart Express, SipnSave and Harry Brown stores nationally that display material advertising this promotion (each a “**Participating Store**”).’
5. The Bottlemart & SipnSave promotion commences at 9:00am AEST on 03/11/2021 and closes at 11:59pm AEST on 30/11/2021 and the Harry Brown promotion commences at 9:00am AEST on 10/11/2021 and closes at 11:59pm AEST on 07/12/2021 (“**Promotional Period**”).
6. To enter via Bottlemart or SipnSave, individuals must undertake the following steps, during the Promotional Period:
  - Purchase, in a single transaction, any 750ml bottles from the McGuigan, Tempus Two or Nepenthe wine from a participating off-premise outlet (“Qualifying Purchase”). Individuals must ensure that they receive a receipt for their Qualifying Purchase, if one is not automatically provided to them; and then;
  - visit [www.bottlemart.com.au/Fujifilm-instax](http://www.bottlemart.com.au/Fujifilm-instax) (for Qualifying Transactions made at Bottlemart) or [www.sipnsave.com.au/Fujifilm-instax](http://www.sipnsave.com.au/Fujifilm-instax) (for Qualifying Transactions made at Sip n Save), follow the prompts to the promotion entry page, input the requested details as prompted and submit the fully completed entry form and accept terms & conditions.
7. To enter via Harry Brown, individuals must undertake the following steps, during the Promotional Period:
  - Purchase, in a single transaction, any 750ml bottles from the McGuigan, Tempus Two or Nepenthe wine from a participating off-premise outlet (“Qualifying Purchase”). Individuals must ensure that they receive a receipt for their Qualifying Purchase, if one is not automatically provided to them; and then;
  - visit [www.harrybrown.com.au](http://www.harrybrown.com.au) (for Qualifying Transactions made at Harry Brown), follow the prompts to the promotion entry page, locate the promotional banner and click on the link, input the requested details as prompted and submit the fully completed entry form and accept terms & conditions.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter

to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry.
10. Incomplete or illegible entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
13. The draw will take place at Unit 40, 1-5 Thew Parade, Cromer NSW 2099 on 14 December 2021 at 10am AEST. The winners will be notified in writing within two (2) business days of the draw.
14. Winners' names will be published online at [www.bottlemart.com.au/Fujifilm-instax](http://www.bottlemart.com.au/Fujifilm-instax), [www.sipnsave.com.au/Fujifilm-instax](http://www.sipnsave.com.au/Fujifilm-instax), [www.harrybrown.com.au](http://www.harrybrown.com.au) on 15 December 2021. In the event of any SA winner(s) their name(s) will be published in The Advertiser on 18 December 2021.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. The first 80 valid entries drawn will each win a Fujifilm Instax Liplay Camera and a 20-pack of white border mini film valued at \$263.95 each.
17. If for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
20. Total prize pool is \$21,116.00.
21. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the/a prize (or an element of the prize) then the prize (or that element of the prize) will be forfeited.
23. A draw for the prizes if unclaimed may take place on 14 March 2022 at the same time as the original draw, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw.
24. Winners' names will be published online at [www.bottlemart.com.au/Fujifilm-instax](http://www.bottlemart.com.au/Fujifilm-instax), [www.sipnsave.com.au/Fujifilm-instax](http://www.sipnsave.com.au/Fujifilm-instax), [www.harrybrown.com.au](http://www.harrybrown.com.au) on 15 March 2022. In

the event of any SA winner(s) their name(s) will be published in The Advertiser on 18 March 2022.

25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
26. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the/a prize.
30. The Promoter collects 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.australianvintage.com.au/terms-and-policies/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research, profiling and direct marketing purposes, including sending emails or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing communications from the Promoter and 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. The Promoter may only disclose entrants' personal information to any entity outside of Australia in accordance with its Privacy Policy.

NSW Permit No. TP/00042  
ACT Permit No. TP 21/01541  
SA Permit No. T21/1396