

“WIN 1 OF 45 \$100 GIFT CARDS” SIP N SAVE PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 South 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 1st cousin.
4. Promotion commences on 11 May 2022 and closes at 11:59pm AEST on 24 May 2022 (“Promotional Period”).
5. To enter, individuals must undertake the following steps, during the Promotional Period:
 - purchase any 750ml bottle from the Nepenthe range from this 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.sipnsave.com.au/competitions follow the prompts to the promotion entry page, input the requested details as prompted and submit the fully completed entry form.
6. 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.
7. 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.
8. Incomplete or illegible entries will be deemed invalid.
9. 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.
10. 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.
11. The draw will take place at 2 Queens Place NSW Balmain 2041 on 26 May 2022 at 10am AEST. The winners will be notified in writing within two (2) business days of the draw.
12. Winners' names will be published online at www.sipnsave.com.au/winners on 27 May 2022. In the event of any SA winner(s) their name(s) will be published in The Advertiser on 27 May 2022.

13. The Promoter's decision is final, and no correspondence will be entered into.
14. The first forty-five (45) valid entries drawn will each win a gift card valued at \$100.
15. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the voucher/movie ticket is subject to any terms and conditions of the issuer including those specified on the gift card <https://rewardscometrue.com.au/information/visa-tcs/>.
16. If for any reason a winner does not redeem a 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.
17. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
19. Total prize pool is \$4,500.
20. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize then the prize will be forfeited.
22. A draw for the prizes if unclaimed may take place on 26 August 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.
23. Winners' names will be published online at www.signsave.com.au/winners on 27 August 2022. In the event of any SA winners their names will be published in The Advertiser on 27 May 2022.
24. 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.
25. 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.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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.

28. 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.
29. 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.

Abbreviated terms and conditions

Open to SA residents 18+. Full t&c's www.sipnsave.com.au/competitions. Runs 1/5/22 to 11:59pm 24/5/22. To enter, purchase any bottles of Nepenthe Wine and upload receipt to www.sipnsave.com.au/competitions. Drawn 2:00pm 26/5/22. Prize: 45 \$100 gift cards. Total Prize Pool \$4,500. Prize not redeemable for cash. Promoter: Australian Vintage Ltd (ABN 78 052 179 932) 2 Queens Place, Balmain NSW 2041.