

Gentleman's Collection Melbourne Comedy Festival Promotion Terms and Conditions

Promoter	Treasury Wine Estates Australia Limited (ABN 78 145 321 320), Level 8, 161 Collins St Melbourne VIC 3000.
Competition Period	12.01am (AEDT) on 30/01/2019 to 11.59pm (AEDT) on 26/02/2019.
Who can enter?	Only Australian residents who: (a) are aged 18 or over; (b) can take the prize between 06/04/2019 and 08/04/2019 (inclusive).
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in participating Bottlemart and Sip'n Save outlets (excluding online) (Outlets) in Australia.
Website	www.bottlemart.com.au/gentlemans-collection-comedy or www.sipnsave.com.au/gentlemans-collection-comedy (each, a Website).
Qualifying Purchase	Any 750ml bottle of Lindeman's Gentleman's Collection wine.
Entry instructions	To enter, you must, during the Competition Period after making a Qualifying Purchase and collecting your itemised purchase receipt, visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
How many winners will there be and how will they be chosen?	There will be 1 winner determined in respect of this competition. The draw will be held at 11am (AEDT) on 28/02/2019 at Immediate Pty Ltd, 191 Ferrars Street, Southbank VIC 3006. The first valid entry drawn randomly from the entries received during the Competition Period will win the prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There is 1 prize available. The prize is a trip for the winner and adult companion to attend the Melbourne International Comedy Festival between 06/04/2019 and 08/04/2019 (the Event), valued at up to \$3,540 depending on the winner's place of residence. See "Travel prize" section below for further prize details.
Travel prize	If you win the prize, your prize will be a trip for you and one adult companion to Melbourne which includes the following: (a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Melbourne and return transfers between Melbourne Airport and the accommodation (flights and transfers are not included if you live in Victoria, and if so, you and your companion must make your own way to and from the accommodation at your own cost) for you and your companion; (a) 2 nights' accommodation at The Westin Melbourne for you and your companion;

	<p>(b) 4 tickets to attend 2 shows at the Melbourne International Comedy Festival, with 1 ticket for you and your companion per show.</p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>
Total prize pool	The total prize pool is up to \$3,540.
How many times can I enter?	You can enter up to 6 times per day, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner be informed?	<p>The winner will be notified:</p> <ul style="list-style-type: none"> by phone in writing <p>within two days of determination.</p> <p>The winner will have their name and state/territory of residence published:</p> <ul style="list-style-type: none"> on the Websites on 04/03/2019 for a period of 28 days.
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> original itemised purchase receipt(s). <p>If you don't produce the above 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.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
Unclaimed prize/s	<p>Prize claim date: 5pm (AEDT) on 11/03/2019.</p> <p>Unclaimed prize determination: 11am (AEDT) on 12/03/2019 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. The winner will be informed:</p> <ul style="list-style-type: none"> by phone in writing <p>within two days of determination.</p> <p>The winner will have their name and state/territory of residence published:</p> <ul style="list-style-type: none"> on the Websites on 14/03/2019 for a period of 28 days.
Collection and use of your personal information	<p>If you are a winner, you and your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The information you/your companion provide will be used by the Promoter for the purpose of conducting this competition and fulfilling the prize. The Promoter may collect your/your companion's personal information (including through its contractors or agents) and disclose your/your companion's personal information to its contractors and agents to assist in conducting this competition or communicating with you/your companion. 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. If you have marked the "opt-in" box on the entry form relating to Bottlemart and/or Sip'n Save using your personal information for future marketing purposes, you consent to Bottlemart and/or Sip'n Save (as relevant) keeping your personal information on their database and contacting you by electronic messaging. You/your companion can request access to the</p>

	<p>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:</p> <p>(a) how you/your companion can seek access to the personal information the Promoter holds about you/them and seek the correction of such information;</p> <p>(b) how you/your companion can complain about a privacy breach and how the Promoter will deal with such a complaint; and</p> <p>(c) whether the personal information the Promoter holds about you/your companion will be provided to overseas companies, and if so, in which countries those companies are located.</p>
Responsible drinking	<p>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. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP18/02403</p> <p>NSW Permit No. LTPS/18/30402</p>

- 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 and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. 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 phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) booking and availability of flights, accommodation and events;
 - (b) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
 - (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (d) travel dates and specified travel exclusion periods;
 - (e) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
 - (f) a requirement to present your credit card when checking in to accommodation; and
- 4 You/your companion are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

6 The Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 7 Any failure by you or your companion to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if you are unable to take the prize on the relevant dates, 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 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.
- 11 If you (or your companion), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 13 The Promoter's decision in connection with all aspects of this competition is final.
- 14 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. 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.
- 15 By entering, you request that your full address not be published.
- 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, subject to any necessary approval by the state/territory gaming authorities.
- 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.

Liability

- 18 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 19 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 (including allergies, skin conditions or other reactions, as relevant), 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).
- 20 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 21 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.