

"TAYLORS WINES ODT - CHILL TO WIN" 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. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter 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. Entries into the promotion open on 01/11/2018 and close at 11:59pm AEDST on 31/12/2018 ("**Promotional Period**").
5. To be eligible to enter, individuals must purchase, any bottle of Taylors Wines with a specially marked neck collar attached which contains a code word and also a unique 5-digit code ("**Qualifying Purchase**").
6. To enter the draw, individuals must then place their purchased bottle of wine (with the neck collar still attached) or just the neck collar into a fridge to chill for up to 10 minutes which will then reveal the code word on the neck collar. Individuals must then visit www.taylorswinespromos.com.au, enter their full name, email address, phone number, postcode, their code word and unique 5-digit code and submit the fully completed entry form during the Promotional Period.

Upon submitting their entry individuals will be notified instantly on screen, in writing, whether or not they have won an instant minor prize. Winners of an instant minor prize must then upload a photograph of their receipt as proof of purchase and their residential address. Any instant minor prize winners from ACT will also be published on www.taylorswinespromos.com.au from 09/01/2019. Instant prizes must be claimed by 31/03/2019.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase; and (b) each entry must be submitted separately and in accordance with entry requirements.
8. 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.
9. 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 process 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.
10. Incomplete or indecipherable 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. Instant win minor prizes available to be won: 500 x Taylors branded colour changing wine cooler bags valued at \$20 each.
13. The major prize draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 07/01/2019 at 12:00pm (noon) AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and their names will be published at www.taylorswinespromos.com.au from 09/01/2019.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first three (3) valid entries drawn will each win a Vintec 50 Bottle Dual Zone Wine Cabinet valued at \$2,349 each ("**Major Prize**").
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$17,047.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed Major Prizes or any instant win prizes that are won, but unclaimed, may take place on 09/04/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.taylorswinespromos.com.au from 11/04/2019.
21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool and are won, but unclaimed, will be awarded in the unclaimed prize draw as set out above.
25. 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.

- 26.** 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) taking of a/the prize.
- 27.** 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 <https://www.taylorswines.com.au/privacy-policy>. 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 and profiling purposes, including sending electronic messages or telephoning the area manager or Participating Outlet. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how they 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI outside of Australia (see the Promoter's Privacy Policy).
- 28.** The Promoter is Taylors Wines Pty Ltd (ABN 43 007 733 897) of Suite 2, Shed 72, 4F Huntley Street Alexandria NSW 2015. Telephone 02 8585 3555.
- NSW Permit No. LTPS/18/28066 ACT Permit No. TP18/01783 SA Permit No. T18/1628**